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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर) केन्द्रीय प्राधिकारियों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएं

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) by Central Authorities (other than the Administration of Union Territories)

मंत्रिमंडल सचिवालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 24 अप्रैल, 1973

का. आ. 1229.—सार्वजनिक रोजगार (निवास संबंधी अपेक्षा) अधिनियम, 1957 (1957 का 44) की धारा 3 की उपधारा (1) के खंड (ख) और (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार एतद्द्वारा हिमाचल प्रदेश, मणिपुर और त्रिपुरा सार्वजनिक रोजगार (निवास संबंधी अपेक्षा) नियम, 1959 के विद्यमान नियम 3 (2) की जगह नियम 3 का निम्नलिखित उपनियम (2) प्रतिस्थापित करती है :—

"(2) हिमाचल प्रदेश राज्य के संबंध में, उपनियम (1) के प्रयोजन के लिए कोई भी व्यक्ति, जो हिमाचल प्रदेश से बाहर, राज्य सरकार के अधीन किसी भी पद पर नियुक्त है, या जिसका हिमाचल प्रदेश में स्थायी घर है, किन्तु रोजगार के कारण उक्त राज्य से बाहर रह रहा है, उस अवधि में, जिसके दौरान वह ऐसे पद पर नियुक्त है अथवा हिमाचल प्रदेश राज्य से बाहर रह रहा है, हिमाचल प्रदेश में निवास करता हुआ समझा जायेगा।"

[सं. 7/2/71-स्थापना (ग)]

एस. कृष्णन, उप सचिव

CABINET SECRETARIAT

(Department of Personnel and Administrative Reforms)

New Delhi, the 24th April, 1973

S.O. 1229.—In exercise of the powers conferred by clause (b) and (c) of sub-section (1) of Section 3 of the Public Employment (Requirement as to Residence) Act, 1957 (44 of 1957) the Government of India hereby substitute the following sub-rule (2) of rule 3 in place of the existing Rule 3(2) of the Himachal Pradesh Manipur and Tripura Public Employment (Requirement as to Residence) Rules, 1959:—

"(2) In the case of States of Himachal Pradesh for the purpose of sub rule (1) any person, who is employed under the State Government in a post outside Himachal Pradesh; or

who has got a permanent home in Himachal Pradesh but on account of his occupation he is living outside the said state;

shall be deemed to be residing in Himachal Pradesh for the period during which he has been holding such post or living outside the State of Himachal Pradesh".

[No. 7/2/71-Ests(C)]

S. KRISHNAN, Deputy Secy.

11 G of I/73—1

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 29 मार्च, 1973

का. आ. 1230.—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए हिमाचल प्रदेश विधान सभा के लिए निर्वाचन के लिए 38 मंगवाल निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मुंशीराम सुपुत्र श्री थैल्लूराम, ग्राम अपरली बाढोपाल पो० दरीका, तहसील देहरा, जिला कांगड़ा, हिमाचल प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं,

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री मुंशीराम को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. हि. प्र.-वि. स./38/72(4)]

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 29th March, 1973

S.O. 1230.—Whereas the Election Commission is satisfied that Shri Munshti Ram, Son of Shri Thellu Ram, Village Uperli Badhopal Post Office Daroka, Tehsil Dehra, District Kangra, Himachal Pradesh, a contesting candidate for the election held in March, 1972, to the Himachal Pradesh Legislative Assembly from 38-Mangwal constituency, has failed to lodge an account of his election expenses in the manner required by law, as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Munshi Ram to be disqualified for being chosen, as and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a state for a period of three years from the date of this order.

[No. HP-LA/38/72(4)]

आदेश

का. आ. 1231.—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए हिमाचल प्रदेश विधान सभा के लिए निर्वाचन के लिए 38 मंगलवाल निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मनीराम सुपुत्र श्री अमरनाथ, ग्राम टंडोली, पो. ग. पंडितियाल, जिला कांगड़ा, धर्मशाला, हिमाचल प्रदेश लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं,

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री मनीराम को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. हि. प्र.-वि. स./38/72(3)]

ORDER

S.O. 1231.—Whereas the Election Commission is satisfied that Shri Mani Ram, Son of Shri Amarnath, Village Tandoli, Post Office Panditial, District Kangra at Dharamsala, Himachal Pradesh, a contesting candidate for the election held in March, 1972, to the Himachal Pradesh Legislative Assembly from 38-Mangwal constituency, has failed to lodge an account of his election expenses, as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mani Ram to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a state for a period of three years from the date of this order.

[No. HP-LA/38/72(3)]

आदेश

का. आ. 1232.—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए हिमाचल प्रदेश विधान सभा के लिए निर्वाचन के लिए 67-जोगिन्दरनगर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री इन्द्र सिंह सुपुत्र श्री बेसर राम, मकान नं. 201, वार्ड नं. 7, उत्तर समखेतर, मन्डी टाऊन, जिला मण्डी, हिमाचल प्रदेश, लोक प्रतिनिधित्व, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री इन्द्र सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. हि. प्र.-वि. स./67/72(5)]

ORDER

S.O. 1232.—Whereas the Election Commission is satisfied that Shri Inder Singh, Son of Shri Besar Ram, House No. 201, Ward No. 7, Uttar Samkhetar, Mandi Town District Mandi, Himachal Pradesh, a contesting candidate for the election held in March, 1972, to the Himachal Pradesh

Legislative Assembly from 67-Joginder Nagar constituency, has failed to lodge an account of his election expenses in the manner, as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Inder Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a state for a period of three years from the date of this order.

[No. HP-LA/67/72(5)]

नई दिल्ली, 21 अप्रैल, 1973

का. आ. 1233.—लोक प्रतिनिधित्व अधिनियम, 1950 की धारा 13-क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्वाचन आयोग, मध्य प्रदेश सरकार के परामर्श से, छुट्टी पर गए श्री एल. बी. सरजे के स्थान पर श्री बी. आर. दूबे, सचिव, मध्य प्रदेश सरकार, वित्त तथा विधायी विभाग को 1 मई, 1973 से अगले आदेशों तक, मध्य प्रदेश राज्य के लिए मुख्य निर्वाचन आफिसर के रूप में एतद्द्वारा नाम निर्देशित करता है ।

[सं. 154/म. प्र./73]

बी. एन. भारद्वाज, सचिव

New Delhi, the 21st April, 1973

S.O. 1233.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950, the Election Commission, in consultation with the Government of Madhya Pradesh, hereby nominates Shri B. R. Dube, Secretary to the Government of Madhya Pradesh, Law and Legislative Department, as the Chief Electoral Officer for the State of Madhya Pradesh with effect from the 1st May, 1973 and until further orders *vice* Shri L. B Sarje granted leave.

[No. 154/MP/73]

New Delhi, 23rd April, 1973

S.O. 1234.—In pursuance of section 106 of the Representation of the People Act, 1951, the Election Commission hereby publishes the order dated the 27th October, 1972 of the High Court of Madhya Pradesh, Jabalpur, in Election Petition No. 5 of 1971.

IN THE HIGH COURT OF MADHYA PRADESH,

JABALPUR

Before Honourable Shri Justice Surajbhan Grover.

Election Petition No. 5 of 1971

Udhav Singh aged about 44 years son of Shri Diwan Singh Raghuvanshi. Advocate, resident of Ashoknagar, tahsil Ashoknagar, District Guna.....Petitioner.

VERSUS

Shri Madhav Rao Scindia aged about 26 years, son of Late H. H. Jiwaji Rao Scindia, resident of Jai Vilas Palace, Jaiyendra Ganj, Gwalior-1, Tahsil and District Gwalior, P.O. Laskar City.....Respondent

Petition under Section 81 of the Representation of the People Act, 1951

1. Shri A. B. Mishra.
2. Shri P. L. Dubey,
3. Shri B. R. Nahata,
4. Shri J. M. Sood, &
5. Shri A. S. Jha.

Advocates

Counsel for the Petitioner

1. Shri K. A. Chitley,
2. Shri H. G. Mishra,
3. Shri A. B. Mathur,
4. Shri A. K. Chitley,
5. Shri Ranoji Rao Shinde, &
6. Shri P. L. Mishra.

Advocates

Counsel for the Respondent.

ORDER

This is an election petition filed by Udhav Singh Raghuvanshi, an elector of Guna Parliamentary constituency, under section 81 of the Representation of People Act, 1951 (hereinafter referred to as 'the Act'), challenging the election of the respondent, Shri Madhav Rao Scindia, who secured 2,09,950 votes and was declared elected from the aforesaid constituency by the Returning Officer, on the 11th of March, 1971, at the mid-term Parliamentary Lok Sabha election of 1971, to be void on the ground that he had committed corrupt practices enumerated in paragraph 10 of the petition.

2. There were six candidates who filed their nomination papers for the election of the House of People from Guna Parliamentary Constituency and out of these, Sharwa Shri Shiv Pratap Singh and Gayaprasad duly withdrew their candidature after their nomination papers were found in order after their scrutiny, and the remaining four candidates, (1) Shri Madhav Rao Scindia, (2) Shri Deorao Krishnarao Jadhav, (3) Shri Narayan Singh 'Albela', and (4) Shri Bundel Singh, ultimately contested the election and secured votes as follows :—

1. Shri Madhav Rao Scindia	...	2,09,950
2. Shri Deorao Krishnarao Jadhav	...	68,860
3. Shri Narayan Singh 'Albela	...	17,656
4. Shri Bundel Singh	...	7,686

Shri D. K. Jadhav was sponsored by the Indian National Congress led by Shri J. Ram and the respondent obtained support of Bhartiya Jan Sangh and contested the election on its symbol, 'The Lamp'. Shri Narayan Singh 'Albela' was sponsored by Hindu Mahasabha and Shri Bundel Singh was an independent candidate.

3. It is alleged by the petitioner that the election of the respondent is void on account of corrupt practices committed by the respondent, his election agent and by other persons with the consent of the respondent or his election agent and they are as follows :—

(a) That the respondent and/or his election agent had incurred and/or authorised expenses in connection with the election between the dates of publication of the notification calling the election, i.e. the 27th January, 1971 and the date of declaration of the result, i.e. the 11th day of March, 1971, exceeding the prescribed limit of expenses which is Rs. 35,000 as provided under-section 77(3) of the Act read with Rule 90 of the Conduct of Election Rules, 1961, regarding the use of helicopter, by himself as detailed in paragraph 10(I) of the petition and hiring charges inclusive of fuel and all expenses which comes to not less than Rs. 60,000.

(b) That Shrimati Vijaya Raje Scindia, mother of the respondent, who lives jointly with him, visited various places in connection with his election as detailed in paragraph 10(I) (2) of the petition with his consent and the expenses incurred for the use of helicopter comes to not less than Rs. 15,000.

These two items make a total of Rs. 75,000.

4 It is alleged that the respondent has shown an expenditure of Rs. 5,000 in his election return for the use of helicopter as having been paid to Shri N. K. Shejwalkar, the Treasurer, M.P. Jan Sangh and the receipt obtained for the

purpose is ficticious and it does not represent a true state of affairs. It is also said that this method was adopted by the respondent to save himself from the charge of corrupt practice provided under section 123(6) of the Act, as the helicopters were, in fact, hired and procured by the respondent and not by the Bhartiya Jan Sangh or Shri N. K. Shejwalkar, and were in his exclusive control in the Jai Vilas Palace area at Gwalior.

5. The second-corrupt practice alleged against the respondent is that he used a large number of motor vehicles, in any case, not less than 18 which were hired and procured either by himself or by his election agent, Shri Ranoji Rao Shinde, a resident of Gwalior, or by the consent of either of them and the expenses on this item would approximately amount to not less than Rs. 25,000, whereas the expenses shown in the election return in this connection is only Rs. 9,281.57 P. The places and the dates on which these vehicles were used are detailed in paragraph 10(II) of the petition. The petitioner amended his petition vide Court's Order dated 2-8-1972 and alleged that Shri Multanmal Surana, Ex. M.L.A. of Ashoknagar, and Shri Shiv Pratap Singh M.L.A., a candidate who withdrew from the election, acted as agents of the respondent during the election and that Shri Multanmal Surana was in charge of respondent's election for Ashok Nagar Pargana while Shri Shiv Pratap Singh was in charge of Guna Pargana, and both of them had incurred expenses on hiring of motor vehicles, their fuel consumption, maintenance and running under the authority and with the consent of the respondent and/or his election agent.

6. The last allegation of corrupt practice alleged against the respondent is regarding undue influence under section 123(2) of the Act as detailed in paragraph 10(III) (II) of the petition and which is as follows :—

(i) That on 23rd of January, 1971, the respondent and his associates, Laxminarayan Gupta, M.L.A. Sushil Verma M.L.A., Jagdish Ashana and Dhiraj Singh and others who were staying in the Dak Bungalow, Pichhore (Shivpuri) threatened Laxman Shastri and a dozen of citizens of Pichhore to vote for the respondent, when they had gone there to clarify the position regarding the promises made by the respondent on previous occasions and were not fulfilled. Similarly, it happened with Shri Ravi Shankar Dixit, Principal, Chhatrapal Degree College, Pichhore, on the same day.

(ii) That in the midnight of 24th of February, 1971, the workers of the respondent of village Sahodari forcibly entered the houses of Harijan voters, namely Kutariya, Nirpatiya and others and criminally intimidated them not to vote for the congress candidate, Shri D. K. Jadhav.

(iii) That on the date of poll, i.e. 1st of March, 1971, when about 100 Harijan Voters of Sirsi Pachhar had gone to cast their votes at police station Saluai, tahsil Ashoknagar, these Harijan Voters were criminally intimidated with the consent of the respondent not to vote for the congress candidate;

(iv) That on or before 22-2-1971, Mohan Prasad Ojha, a Congress worker of village Umri, tahsil Guna was threatened at pistol point by the workers of the respondent or with his consent by Shri Shiv Pratap Singh and others of Umri not to vote and convass in favour of the Congress candidate;

(v) That on 21-2-1971, Khemchand Jain, a Congress candidate of village Pironth, tahsil Kolaras, was threatened and criminally intimidated by Rao Saheb Ram Singh and others, the workers of the respondent with his consent with dire consequences if he voted for the Congress candidate.

7. The petitioner, therefore, prayed to declare the election of the returned candidate Shri Madhav Rao Scindia, to be void on account of the aforesaid corrupt practices alleged against him.

8. The respondent, by way of his written statement, denied the commission of any of the aforesaid corrupt practices alleged against him, either by himself or by his election agent or with the consent of any one of them. The respondent, while denying the allegations, made in paragraphs 10 of the petition, as regards incurring of expenditure exceeding the prescribed limit, has averred that all the political parties opposed to the Indian National Congress led by Shri J. Ram had practically participated in the election for reasons of their own quite independently of his election campaign. He emphasised that the Bhartiya Jan Sangh incurred expenses for its own purpose to propagate its own political ideology and policies and it was distinct from his personal election campaign. He also averred that the workers of the Bhartiya Jan Sangh did not work for his election nor they worked as his agent. He also said that the House of Scindia as well as he himself had been very popular with the subjects of the erstwhile State of Gwalior and all the nine candidates, who contested the Parliamentary Lok Sabha mid-term election, and who had the support of the respondent and his mother, came out successful and not a single candidate lost the election. As the respondent had his own independent election machinery for the election campaign, it did not involve any large expenditure in excess of the prescribed limit.

9. As regards hiring of the helicopters and payments made therefore, it is averred that the allegation pertaining to it is vague and lacing in material particulars and further more that the helicopters were neither hired nor procured by the respondent but he himself did accompany one or the other leader of the Bhartiya Jan Sangh Party in-connection with the campaign of the Party within the State of Madhya Pradesh and other States as well. He also denied that the helicopters were either exclusively or mainly used in connection with his election propaganda and wherever he want, he want to propagate the ideology and policies of the Jan Sangh Party. He also denied having visited the following places shown in paragraphs 10 of the petition on the dates noted against them :—

Dates	Places
10-2-1971	Raghogarh
16-2-1971	Chanderi and Amola
18-2-1971	Isagarh
23-2-1971	Guna and Chanderia
26-2-1971	Kumbhraj, Khonkar, Takaneia, Har-Ki-Mahoo, Kheri-Khatta.
28-2-1971	Pichhore (Shivpuri).

In brief, he denied having either hired or procured the helicopters and incurred the expenditure of Rs. 60,000. He also denied that his mother travelled in a helicopter for his election and, on the other hand, he has said that she want independently for the propaganda of the Bhartiya Jan Sangh party. He admitted that the helicopters used to be kept in the premises of the Jai Vilas Palace for the convenience and at the request of the Bhartiya Jan Sangh Party and they were not in the exclusive control either of the respondent or his mother. He also denied that Rs. 15,000 were incurred as expenses by his mother in connection with his election as alleged in the petition and the Bhartiya Jan Sangh party had incurred the expenditure in the interest of the Party and not as an agent of the respondent nor with his consent or authority.

10. As regards the use of motor vehicles, he has averred that this allegation lacks in material particulars and moreover hiring of the vehicles and their use for his election as alleged in paragraph 10(II) of the petition is untrue and whatever vehicles were used for his election, their expenses have been shown in his election return. He has also denied that either Multanmal Surana or Shiv Pratap Singh acted as his agent or they were authorised to hire any vehicle and purchase fuel for his election. On the other hand, he has said that they were working on behalf of the Jan Sangh Party.

11. As regards the last allegation of undue influence, he has denied it totally alleging that the allegations made in this behalf are vague and suffer from material particulars.

12. The respondent filed an interlocutory application (No. 58 of 1972) dated 3-8-1972 saying that the petitioner, in

paragraph 10(III) 11(IV) of his petition, has made an allegation of corrupt practice against Shri Shiv Pratap Singh, who withdrew his candidature after the scrutiny of his nomination paper was held valid on 4-2-1971, and, therefore, he having not been joined as a party to the petition by reason of non-compliance with the provisions of section 82(b) of the Act, the petition should be dismissed under section 86(1) of the Act. The petitioner first expressed that he did not want to file a reply but ultimately he filed one dated 28-8-1972. He submitted in his reply that he has pleaded no corrupt practice against Shri Shiv Pratap Singh in paragraph 11(IV) of his petition and according to him, this paragraph contains two instances of undue influence, one is against one Mohan Prasad Ojha, a Congress worker who was said to have been threatened at pistol point with the consent of the respondent by his workers and the second instance was that Shri Shiv Pratap Singh and others of Umri were threatened not to vote and convass in favour of the Congress candidate, Shri D. K. Jadhav, and none of these two allegations are within the mischief of section 123(2) read with section 2(C) of the Act. It was, therefore, not necessary to join him as a party in this petition.

13. The respondent also filed another interlocutory application (No. 76 of 1972) accompanied by a true copy of the petition said to have been received by the respondent, under section 87 read with section 137 of the Act, saying that it is noticed that there are erasures and initials at three places in paragraph 11(iv) of the petition, but even then it is clear that this part clearly makes out that an allegation of corrupt practice was pleaded against Shri Shiv Pratap Singh, and, therefore, it was prayed that the petitioner be summoned for re-cross-examination on the point. The petitioner filed its reply dated 12-9-1972 denying the allegation made by the respondent, alleging that there are no erasures what-so-ever in the original petition and particularly so in paragraph 11(iv) of the petition. According to him, the three so-called erasures are merely scorings by ink duly initialled by the petitioner at the time of filing the petition which is normally done to correct the typing errors. He also urged that no case for recalling the petitioner for purposes of re-cross-examination is made out.

14. The following issues were framed on the pleadings of the parties :—

ISSUES

(1) (a) Has the respondent incurred or had authorised expenditure which was more than the prescribed limit laid down under the Representation of the People Act, 1951, or the Rules made thereunder as detailed in para 10(I) and 10(II) of the Petition?

(b) Do the allegations made suffer from lack of material particulars?

(2) (a) Did the workers of the respondent with his consent thereaten the voters with injury, and criminally intimidated them in case they voted for D. K. Jadhav as detailed in paragraph 11 of the petition, and if so, what is its effect?

(b) Does this allegation suffer from lack of material particulars?

(3) Is the petition time-barred?

(4) To what relief, if any, the petitioner is entitled to?

15. Issue No. 1 (a) This issue is based on the allegations made by the petitioner in paragraph 10(I) of the petition. Issue No. 2(a) is based on paragraph 11, wrongly numbered as 10(III) of the petition. It relates to expenses alleged to have been incurred by the respondent and his election agent in contravention of section 77 of the Act read with Rule 90 of the Conduct of Election Rules, 1961. It says that the respondent had used four helicopters from time to time in connection with his election and the expenditure incurred or authorised by him and his election agent had not been included the return of his election expenses, which should not have been less than Rs. 60,000 inclusive of hiring charges, fuel and all other expenses. It was also alleged that the mother of the respondent, Shrimati Vijia Raje Scindia, had also used the helicopter in connection with the election of her son and the expenses incurred or authorised in this connection must not be less than Rs. 15,000 which do not find mention in the election return, Ex-P-2. It is also alleged in paragraph 10(II) of the petition that not less than 18 motor vehicles were used for the purpose of election of the respondent as detailed therein and the amount spent therefore would not be less than Rs. 25,000 which is not shown in the election return. In paragraph 11 (equivalent to Paragraph 10(III) wrongly numbered) it is further alleged that the workers of the respondent with his consent threatened the persons whose names find place in this paragraph of the petition with dire consequences in case they voted for the rival candidate, Shri D. K. Jadhav and, therefore they were guilty of corrupt practice under section 123(2) of the Act.

16. The respondent, in his written statement, as aforesaid, has denied the used of helicopters exclusively or mainly for the purpose of his election and his reply is that these helicopters were hired by the Bhartiya Jan Sangh Party for propagating essentially and mainly their policies and these helicopters were used not only in Madhya Pradesh but in Rajasthan and Uttar Pradesh also. He also said that Shrimati Vijia Raje Scindia did not work for his election at his instance and/or with his consent. He has, however, admitted that the helicopters were kept in the premises of Jai Vilas Palace at Gwalior at the request of the Office bearers of Bhartiya Jan Sangh to his mother for the convenience of the Party. As regards hiring of motor vehicles is concerned, the reply of the respondent is that only those vehicles were used which find mention in the return of his election expenses and the rest of the vehicles alleged to have been used in connection with the election of the respondent were never hired by the respondent nor with his consent or the consent of his election agent and also not under the authority or any one of them. He has also denied the allegation of corrupt practice of undue influence as alleged by the petitioner.

17. A corrupt practice of incurring excessive expenditure is defined in section 123(6) of the Act. According to section 77 of the Act, every candidate at an election shall, either by himself or by his election agent, keep a separate and correct account of all expenditure in connection with the election incurred or authorised by him or by his election agent between the date of publication of the notification calling the election and the date of declaration of the result thereof, both dates inclusive. The maximum amount of election expenditure, which may be incurred by a candidate for the parliamentary election is laid down in Rule 90 of the Conduct of Election Rules, 1961, which is Rs. 35,000. It is clear from Sec. 123(6) and 77 of the Act that in order to be a corrupt practice, the excessive expenditure must be incurred or authorized by the candidate or his election agent in connection with an election. An expenditure incurred by a third person, who is not authorised by the candidate or his election agent is not a corrupt practice within the meaning of the Act. If any authority is needed for the proposition, I may refer to *Rananiaya Singh v. Baijnath Singh* (1955 S.C.R. 671-A.I.R. 1954 S.C. 749). Also see *Ramdayal v. Brijraj Singh* (A.I.R. 1970 S.C. 110) and *Mubarak Mazdoor v. Lal Bahadur* [1958(20 E.L.R. 176 (All)] cited with approval in *Macrai Patodia v.* R. K. Birla (A.I.R. 1971 S.C. 1295) along with *Rananiaya Singh v. Baijnath Singh* (A.I.R. 1954 S.C. 749) wherein it was held that expenditure incurred by any other agent or person without anything more need not be included in the account of return as such incurring of expenditure would be purely voluntary (Para. 17 Page 1302). It is hardly necessary to say that irregularities in maintaining accounts of election expenses is not a corrupt practice. It may be even false in material particulars and this will not make any difference. A corrupt practice as aforesaid is committed only when the prescribed limit is exceeded.

18. It is well established as what standard of proof is required to establish a corrupt practice. A corrupt practice is akin to a criminal charge and it is for the election petitioner to prove corrupt practice pleaded by him and he has to discharge the burden satisfactorily and the evidence required by the petitioner in an election case to prove the corrupt practice must be cogant end conclusive. In doing so, he cannot depend on preponderance of probabilities and suspicion in such cases does not matter. Their Lordships of the Supreme Court in Magraj Patodia's case (supra) in paragraph 15 have observed as follows :—

"In the present appeal we do not propose to go into the question whether the evidence adduced by a petitioner in

an election case should establish the case beyond any reasonable doubt but suffice it to say that that evidence must be cogent an conclusive. It is true that as observed in Dr. M. Chenna Reddy v. V. Ramchandra Rao, Civil Appeal No. 1149 of 1968, D/-17-12-1968(SC) that a charge of corrupt practice cannot be equated to a criminal charge in all respects. While the accused in a criminal case can refuse to plead and decline to adduce evidence on his behalf and yet ask the prosecution to prove its case beyond reasonable doubt such is not the position in an election petition. But the fact remains that burden of proving the commission of corrupt practice pleaded is on the petitioner and he has to discharge that burden satisfactorily. In doing so he cannot depend on preponderanec of probabilltles. Courts do not set at naught the apparent verdlct of the electorate except on good grounds."

Their Lordships further observed in paragraph 32 as follows :—

> "It is true that many times corrupt practices at election may not be able to be established by direct evldence and the commission of those corrupt practices may have to be inferred from the proved facts and circumstances but the circumstances proved must reasonably establish that the alleged corrupt practice was committed by the returned candidate or his election agent. As mentloned earlier preponderance of probabilities is not sufficient."

[See also *Dr. M. Chenna Reddy* v. *V. Ramchandra Rao* (1968 Dobia's Election Cases, 337 SC; *Jagjit Singh* v. *Kartar Singh* (A.I.R. 1966 Supreme Court; 773) and *Jagannath* v. *N. R. Deshmukh* 1966(9) Dobia's Election Cases, 452 SC)].

19. Now the question arises as to whether the respondent or the Bhartiya Jan Sangh hired the helicopters alleged to have been used in the election in question and who paid the hire charges for the same. The next question that will arise for consideration would be that in case it is found that the Bhartiya Jan Sangh hired and pald the hire charges, whether the helicopters were used for propagating the policies of the Bhartiya Jan Sangh and whether it acted as an agent of the respondent for making him successful at the election

20. The petitioner as P.W. 37, in paragraphs 15 and 16 of his statement has very clearly stated that as regards the hiring of helicopters and their use as well as payments made for the same, he received information from Sadar Jadhav and he had no personal knowledge about it. It is pertinent to note that Sardar Jadhav is not produced as a witness on behalf of the petitioner. The Petitioner has also admitted that he made no enquiries about the hiring and payments made in this connection from any one else. The petitloner has examined in support of this corrupt practice Harbanshlal (P.W. 1), Yogender Sud (P.W. 2), Wing Commander H. K. Patel (P.W. 3), Pilot Officers—Chandra Sinha Sampat (P.W. 4), Captain M. S. Kapoor (P.W. 5), K. K. Deb (P.W. 6), S. S. Gill (P.W. 9)—who were in charge of the flights and Harbansh Singh (P.W. 7) M. N. Khan (P.W. 8) and Shri Ram Cambata (P.W. 38—examined on commission).

21. The respondent as R.W. 1 himself in paragraph 2 of his statement has clearly stated that he dld neither engage any helicopter for the mid-term Lok Sabha election nor did he enter into any agreement either with Sanghi Aviation, Indore or Delhi or Cambata Aviation Private Limited, Bombay, for his election campaign. He, of course, has admitted in paragraph 4 of his deposition that on the request made by Shri Shejwalkar, the then treasurer of the M.P. Jan Sangh, he had initlated the talk with Shrl Sam Cambata (P.W. 38) for the purpose of hiring of the helicopters by the Jan Sangh. The respondent has also examined R. C. Khandelwal (R.W. 2) and Homi E. Bhakka (Bakka) (R.W. 3).

27. Harbanshlal (P.W. 1) was in charge of the flying control Aerodrome, Maharajpura, at the relevant time and he has proved the entries in the Air Traffic Control Log book, Ex. x P-26 to Ex. P-66, made by either Shri Joseph or himself which show the flights of the four helicopters in question. He has deposed that necessary information received from the palace on telephone was recorded by him as well as Shri Joseph and it was passed to the concerned area control. These are marked as Ex. s P-70 to P-105.

23. The travel by a helicopter is not denied by the respondent. He has stated in paragraph 6 of his statement that he had travelled the whole area forming the old Madhya Bharat and Bhopal regions and according to him, he took his journey for the purpose of campaign on behalf of the Jan Sangh with the consultation of the Jan Sangh workers.

24. Yogender Sud (P.W. 2) has stated that on 27th February, 1971, 600 lltres of avlatlon gasoline was supplied to M/s Helicopter Services at Usha Kiran Hotel at Gwallor *vide* Ex-P-107 and 5000 litres of aviation gasoline *vide* Ex P-108. He has no personal knowledge about the transaction nor Ex. P-108 is in his handwriting. All that he has sald is that he contacted Jaisingh who was in charge of Palace Garage and collected some empty barrels. It has no bearing on the question involved.

25. Wing Commander H. K. Patel (P.W. 3) was the planning manager of the Helicopter Services. He has deposed that two helicopters were supplied to M/s. Cambata Aviation, Bombay in February and March, 1971 and their numbers were VT-DKB and VT-DEN. The captain for the first one was Wing Commander Kapoor and for the second one, Capt. Sampat. He has also filed the abstracts of journey log book, Ex. P-18 and Ex. P-19, which show the journeys or movements or any flight taken by the helicopters and he has further stated that to the best of his knowledge, his Company charged Rs. 1200 per hour from M/s. Cambata Aviation. As stated by him in paragraph 19 of his deposition, he is unable to say as to who made the payments for the bills of the officers who stayed in Usha Kiran Hotel.

26. Chandra Sinha Sampat (P.W. 4), a pilot officer, is also unable to say as to who had borne the boarding and lodging expenses which were incurred in connection with his stay at the Usha Kiran Hotel, Gwalior. He has also no knowledge as to who hlred the helicopters and who made the payment.

27. Captain M. S. Kapoor (P.W. 5) also does not know what was the daily charges for the stay of the officers in charge of the helicopter VT-DKB and according ot him, the Company made the arrangement for their stay. In paragraph 11 of his statement, he has deposed that to the best of his knowledge, neither Rajmata nor the respondent had flown in the aforesaid helicopter.

28. The evidence of K. K. Deb (P.W. 6) is also not useful in this connection as he operated in Bhind area and not in Shivpuri and Guna area.

29. The statement of Harbansh Singh (P.W. 7) is also not useful to the petitioner. He is a managing partner in the Associated Automobiles Gwalior. He has stated that M/s. Sanghi Aviation, Indore and Delhi purchased 10 barrels of aviation fuel from the Indian Oil Corporation Ltd. on 22nd February, 1971 and the quantity of fuel was 2000 Kgs. and the payment was made *vide* Ex. P-116. He of course has said that he had written a letter for the return of empty barrels to the Chief Secretary to the respondent *vide* Ex. P-121. He has also stated that he arranged for the fuel as he was approached by a representative of M/s. Sanghi Aviation, Indore and he received the payment from he representative.

30. M. N. Khan (P.W. 8) was at the relevant time a Depot Superintendent on behalf of the Indian Oil Corporation at Gwalior and he received 5000 lltres of aviation oil *vide* Ex. P-108. He is not in a position to tell as to who had placed the order for the fuel and who paid for the same. He also deposed that the fuel in question was being taken by the representative of the helicopters at Gwalior but he did not remember whether those representatives were those of Sanghi Aviation Indore or Cambata Private Ltd. Bombay. His evidence does not in any way cannect the respondent either with the purchase of fuel for the use of the helicopters in question or in making the payment for the same.

31. The evidence of S. S. Gill (P.W. 9) is also of no consequence as regards elther for the hiring or making payment for the use of helicopters.

32. Now, only remains the evidence of Shrl Sam Cambata (P.W. 38) who is the Director of M/s. Cambata Aviation Private Limited, Bombay. He has deposed that he had an initial talk with the respondent regarding the supply of

helicopters for election work and he was told that the respondent and his mother, who were being sponsored by the Jan Sangh Party, would contest the election. In paragraph 13 of his statement, he has deposed that Wing Commander Hoshali, who unfortunately died on 24th of May, 1971, finalised the negotiations but there is no written record with the Company. Wing Commander Hoshali was then the Commercial Manager of the Company and it was one of his functions to finalise the contract. He has also deposed that the operation of the helicopters was for Madhya Pradesh and Rajasthan and he is no sure whether any of the helicopters operated in Utter Pradesh. In paragraph 16 of his statement, he has deposed that apart from the initial talk with the respondent, he had no personal knowledge of the subsequent negotiations and he also testified that the payment was made at Gwalior and the details of payments were know to Shri R. S. Cambata and the accounts " department of his Company The evidence of Shri Cambata (P. W. 38) does not in any way connect the respondent with either hiring of the helicopters or in making the payments for the same. On the other hand, the statements of R.C. Khandelwal (R.W. 2 and Bakka (R.W. 3) clearly show that the helicopters in question were hired by the Jan Sangh Party and the payment also was made by the Party. R. C. Khandelwal (R.W. 2) was at the relevant time working as a Secretary for M/s Sanghi Brothers, Indore, Private Ltd. in the year 1971. Sanghi Aviation is a division of the said Company which had helicopters in 1971. He has deposed that he entered into an agreement with Madhya Pradesh Jan Sangh *vide* Ex. R-18 which is on record of Ex. P-No. 4 of 1971 and its true copy is marked in this case as Ex. R-23. According to him, the original agreement was signed by Shri Shejwalkar as well as by him in the presence of each other at Gwalior. He has also deposed that Shri Shejwalkar gave an advance of Rs. 40,000 in cash in this behalf and he passed a receipt Ex. P-24, the original of which is Ex. P-20 filed in Election Petition No. 4 of 1971, and it bears his signature. He has also deposed that he received the balance of Rs. 51,375 at Bhopal by a cheque from some one at the Jan Sangh Office and the original receipt Ex. R-22 is filed in Election Petition No. 4 of 1971 and its true copy is Ex. R-25 in this case. The original receipt bears the seal of Sanghi Brothers and it bears the proper stamps. He has further stated that both the payments were made to him and they are shown in the cash book for the year 1970-71. At page 485 of the account book, there is an entry for the payment of Rs. 40,000 in cash and it is dated 12-2-1971. The original account book was marked Ex. R-26 and its true copy is also marked in this case as Ex. R-26. He proves that the entry in question is in the handwriting of Deshraj Duwa who was the accountant of the Company at the relevant time and he has identified his signatures. He has further deposed that the payment of Rs. 51,375 finds place in the cash book of Delhi office on 4th of November, 1971. This entry is in the handwriting of Seth, an account of the Delhi office. The original entry is marked Ex. R-27 in E.P. No. 4 of 1971 and its true copy is also marked in this case as Ex. R-27. There is further corroborating evidence that both the payments are entered in the ledgers for the year 1970-71 and 1971-72. These entries are marked as Ex. R-28 and Ex. R-29, respectively. He also testified that the entry Ex. R-29 is in the handwriting of Seth. He has also deposed that these books were kept in the regular course of business and they are audited by the chartered accountant and this toal amount of Rs. 91,375 finds place in the balance sheet for the year 1970-71 which is marked as Ex. R-30.

30. In paragraph 9 of his statement, he has clearly stated that Sanghi Brothers (Indore) Private Ltd. has no business relationship with the respondent and this is what the respondent himself has also said in his deposition. He has also, in paragraph 10, made it clear that he had no negotiations whatsoever regarding the contract in question with the respondent and he has gone to such a length to say that he may not even be able to recognise him. In paragraph 12 of his statement, he has also made further clear that he had no negotiations as regards the hiring of the helicopters with anybody else except with Shri Shejwelkar and in paragraph 13 he has made it clear that the correction in Ex. R-18 filed in Election petition No. 4 of 1971 at portion A to A was made while changing the word 'President' to the "Treasurer" in his own handwriting at the time when the agreement was executed and its true copy is marked Ex. R-23 in this petition.

34. Shri Nahata, learned counsel for the petitioner, has vehemently criticised the evidence of R.C. Khandelwal (R.W. 2) on the ground that the entries made in the cash book and the ledger should not be relied on as some pages in the cash book are unnumbered and there are some erasures in some pages and some pages have been added afterwards and further more, the receipt for the amount received was given on an ordinary paper and not on the numbered printed receipt of the Company. He also urged that the accounts are not kept irregular course of the business with the result that R.C. Khandelwal is not a reliable witness and these entries were made to help the respondent in his election after the election was over.

35. Shri K. A. Chitley, learned counsel on the other side, has contended that the agreement in question was entered into with Shri Shejwalkar at Gwalior which bears the signatures of both of them. R. C. Khandelwal (R. W. 2) is an independent witness and when he gave the statement he was not in the services of M/s. Sanghi Brothers (Indore) Private Ltd., but he was on his way to join as Financial Director with Khandelwal and Herrman Electronics Private Limited, Bombay and his oral evidence finds support in the entries made in the cash book as well as the ledger with the result that he is a reliable witness.

36. I have given my careful thought to the contention raised before me by Shri Nahata and in my view, there is nothing to discredit the statement made by R. C. Khandelwal (R. W. 2) as he has been cross-examined at length and he has fully met the objections raised by him as regards the issuance of the receipt for the amount received by him not on a printed receipt in paragraph 25 of his statement by saying that if he had taken the receipt book from the Head office, it would not have been possible for the Accountant to issue receipts in the office as he had to issue 20 to 25 receipts daily. He has also absolutely denied the suggestion that Ex. R-18 and Ex. R-19 in E.P. No. 4 of 1971 and the duplicate receipt marked Ex. P-289 in this case were made after the election petition was filed and he has also explained as to how the word 'Indore' in the duplicate copy, Ex. P-291, was not typed while it exhisted in the original *vide* his statement in paragraph 31 of his deposition. It is worthy of note that Sanghi Brothers (Indore) Private Ltd. having whatsoever no business connection with the respondent why they would go to such a length to oblige him by making false entries in the account books either at Indore or Delhi, There is no material whatsoever to discredit the statement made by R. C. Khandelwal (R.W. 2) and I find him a reliable witness and the criticism levelled against his testimony is without any substance.

37. Homi E. Bhakka (Bakka) (R.W. 3) was at the relevant time working with Cambata Aviation Private Limited as an account and he has deposed that the Bhartiya Jan Sangh had made the payments to his Company for hiring the helicopters in 1971. According to him, Ex. R-I-C which is Ex. R-31 in E.P. No. 4 of 1971 indicates the payment of Rs. 1,40,000 by the Bhartiya Jan Sangh by a demand draft drawn on the Central Bank of India and Rs. 200 was paid in cash. This entry is in the handwriting of one G. G. Mistry who was his assistant accountant at that time and he has identified his handwriting. The corresponding ledger entry is reflected in the Sundry Creditors and Customers Ledger for the year 1970-71 at page 113 of the said register. This entry is marked as Ex. R-2-C which was already marked as R 32 in E.P. No. 4 of 1971. This entry is also in the handwriting of G. G. Mistry which he has identified.

38. The second and the balance payment made by the Bhartiya Jan Sangh is shown in the receipt side in the cash book of Cambata Aviation Private Limited for the year 1971-72 on 30-4-1971 at page 7 of the said register. This entry shows the payment of Rs. 2,16,000 by a cheque drawn on the Central Bank of India. The cheque was discounted with the Union Bank of India, Bombay and an amount of Rs. 2,15,568 was credited to the account of M/s. Cambata Aviation Private Limited and the difference of the bank charges came to Rs. 432. This entry in the cash book is in his own handwriting and is Ex. R-3-C, which was Ex. R-33 in E.P. No. 4 of 1971. The corresponding ledger entry is reflected in the Sundry Creditors and Customers Ledger for the year 1971-72 which is marked as Ex. R-4-C equivalent

to Ex. R-34 in E.P No. 4 of 1971. This entry in the ledger is also in the hand writing of G. G. Mistry. He has also deposed that all these account books are maintained in the ordinary course or business and the account books for the years 1970-71 have been audited and for the year 1971-72 were under the process of auditing when they were produced before the Court in Election Petition No. 4 of 1971. In paragraph 7 of his statement, he has testified that Wing Commander Hoshali was the Commercial Manager of M/s. Cambata Aviation Private Limited and Ex. R-28 and Ex. R-29 in E.P. No. 4 of 1971, the true copies of which were marked by the Commissioner as Ex. R-5-C and Ex. R-6-C, respectively bear the signature of Hoshali. He has deposed that he was acquainted with the signature of Wing Commander Hoshali and both the receipts were signed by him and they are on the letter-head of M/s. Cambata Aviation Private Limited. Ex. R-5-C is a receipt issued for the payment received by the said firm from Bhartiya Jan Sangh which relates to the cash book entry in Ex. R-1-C and the ledger entry in Ex. R-2-C. Similarly, Ex. R-6-C relates to cash book entry Ex. R-3-C and the ledger entry Ex. R-4-C. He has also stated that the cheque, demand draft, and the cash of Rs. 200 were handed over to him by the then Managing Director, Shri R. S. Cambata for being deposited in the Bank.

39. Shri Nahata, learned counsel for the petitioner, has also criticised the evidence of H. F. Bakka and urged that it should not be accepted as reliable as no written agreement was filed on record to prove that it was entered into by Wing Commander Hoshali with Jan Sangh. He also further urged that Bakka produced only the receipt side of the cash book and not the expenditure side and according to him, the cash book appears to be a newly prepared one with a view to meet the case of the respondent and it is a fabricated one. H. E. Bakka (R.W. 3) has been cross-examined at great length and it will suffice to say that whatsoever objection Shri Nahata had made was fully met in the reply given by him in his cross-examination. In reply to the question put to him in paragraph 14, he has stated as follows:—

"Question : Why the amounts due from Jan Sangh have not been reflected in the ledger for 1970-71 when the account books have been audited?

Answer : The amounts which have been received from Bhartiya Jan Sangh have been credited to their account. The debits to be raised to their account have not been done so. The audit for the year 1970-71 is carried on. The entries pertaining to the cash books (receipts and payments) have been audited. Cetrain other journal entries which have duly to be passed before the audit can be said to be complete had not been done when I left."

H. F. Bakka (R. W. 3) at the time had made the statement was not in the service of M/s. Cambata Aviation Private Ltd. but was serving with Messrs. M. S. Cusder and Company Private Limited and in his cross-examination, he has fully explained as to why some of the pages of the cash book were not numbered. His evidence too is worthy of credence and the criticism levelled against him by Shri Nahata is not of any consequence.

40. It is notworthy that it was for the petitioner is prove that the helicopters were, in fact, hired by the respondent and the payment was also made by him but the petitioner neither made any efforts to make an enquiry in this connection nor he has examined Sardar Jadhav to prove this fact, who was his source of information. On the other hand, the respondent not only has denied the allegation made against him in this behalf orally but has also produced two witnesses, R. C. Khandelwal (R. W. 2) and H. E. Bakka (R. W. 3) along with the documentary evidence which I find reliable. I, therefore, come to the conclusion that the helicopters were hired by the Madhya Pradesh Jan Sangh and the payments regarding hire charges were made by it as aforesaid.

41. The next question that arises for decision in this connection is whether the Jan Sangh hired these helicopters for the use of the Party propaganda and propagation of their policies or primarily or principally for the promotion of the interest of the returned candidate. The petitioner (P. W. 37) in addition to himself has examined Dhanjiram constable (P.W. 12), Kailash Chandra Sharma (P. W. 13), Sardar Avtar Singh (P. W. 14), Mujib-ul-Rahman (P. W. 15), Harbhajan Singh (P. W. 16), Dig Vijay Singh (P. W. 19), Abdul Khan (P.W. 20), Meharbansingh (P.W. 21), Shantilal Jain (P.W. 23), Tarajan (P.W. 25), Virendra Singh (P. W. 25) and Santkumar (P. W. 28) to prove the speeches made by the respondent in connection with his election and the respondent, in rebuttal, has examined himself as R. W. 1.

42. The petitioner as P. W. 37, in paragraph 5 of his statement has said that the Jan Sangh workers did not work for the respondent in his constituency for his election and the helicopters were not used for the purpose of propagation of the political ideologies of the Jan Sangh but it was for the election of the respondent. In paragraph 9 of his statement, he has further deposed that he had kept no note regarding the visit of Rajmata and the respondent of Ashoknagar and the speeches made by each one of them. He also did not ask any one to give him the gist of the speeches made by each one of them nor did any one give him any such gist. In paragraph 11 of his statement, he has admitted that he worked for Sardar Jadhav, a rival Congress candidate and he did inform him about the corrupt practice said to have been committed by the respondent but for reasons best known to him, Sardar Jadhav was not produced as a Witness. It is pertinent to note that the petitioner is an active Congressman. He was interested in the election of the rival candidate, Sardar Jadhav and his evidence has, therefore, to be scrutinised carefully.

43. The petitioner has heard no speech made either by the respondent or his mother. So as regards the speeches said to be made by the respondent, he has no personal knowledge. His own witness, Captain Sampat (P. W. 4), who was flying the helicopter VT-DEN, which was the only helicopter used by the respondent mainly in his constituency, has deposed in paragraph 12 of his statement that he always carried two passengers in his each flight when on campaign, as detailed in Ex. P-17, and there was an emblem of 'Deepak' put outside his helicopter. In paragraph 13, he has said that at 99 places out of 100, where he had landed, there used to be a saffron flag of Jan Sangh waiving at the place of landing. He also stated that he used to be given a day previous to the flight a programme of the places to be landed. He has also said that whenever he flew, a programme for flying was given by the Ex. Maharaja and sometimes he was called by the Ex. Maharaja and the whole programme used to be discussed with the Jan Sangh leaders and when he gave his final approval for the feasibility for the flight, it used to be finalised and then the programme used to be given to him. He has also deposed that the programme was to be finalised sometimes by the respondent with the previous consultation of the Jan Sangh members and sometimes the consultation took place in his presence. In paragraph 15, he has also said that once Shri Ramnath Goenka accompanied the respondent and at another time, there was one Scheduled caste candidate around the Ujjain area. On 21st February, 1971, Ramnath Goenka accompanied the Ex-Maharaja from Mungawali to Abdulla Ganj and Rajmata had never flown in his helicopter. As regards the speeches, made by the respondent, he has deposed in paragraph 16 as follows:—

"Sometimes I had heard the speeches made by the Ex-Maharaja Gwalior. It is correct to say that he advocated for the general policies of the Jan Sangh. He also criticised the Congress Government policies. It is correct to say that people gave him great reverence. I cannot say whether the Ex-Maharaja at any time in his speech asked the people to vote for himself."

In paragraph 19 of his statement, to the court question, he has made it clear that he is definite that the respondent had never flown alone during the election campaign.

44. Captain Kapoor (P.W. 5) was in charge of helicopter VT-DXB and he has stated that he did not fly in the Guna area. In Paragraph 12 of his statement he has deposed that on 27-2-1971, there is a mention in his log book, Ex. P-16 (filed in E.P. No. 4/71) that pamphlets were dropped locally and it is correct, though they were of Jan Sangh. In paragraph 13, he has also testified that there were always two passengers with him and those were of Jan Sangh. Shri Atal Bihari Bajpai had also flown with him and at most of the places, he had landed, he found yellow flag waiving and the area for the land was earmarked with yellow flag and 'Deepak' symbol.

45. Captain K. K. Deb (P. W. 6), a pilot officer in the service of Messrs. Sanghi Aviation, Delhi, has deposed that he did not operate in Shivpuri and Guna region and in paragraph 13, he has also similarly said that two person had always flown with him and they were also introduced to him as Jan Sangh leaders.

46. S. S. Gill (P. W. 9), another pilot officer in charge of helicopter VT-DTW, had flown to different places *vide* Journey Log Book, Ex. P-129 and Ex. P-130 (filed in Election Petition No. 4 of 1971) copy of which is Ex. P-129 and Ex. P-130 in this case which he has proved. He has also deposed that Ramnath Goenka, Ex-Maharaja of Narsingh Garh, Shri Atal Bihari Bajpai, Hukumchand Kachhwaha had travelled with him and he also always carried two passengers in his flight and the passengers flying introduced to him as members of the Jan Sangh. In paragraph 10 of his statement, he has deposed as follows:—

> "I always carried in the flight two passengers. The persons travelling were introduced to me because it is a general practice. They were introduced as Jan Sangh leaders. I was asked by my Company to fly to Bhopal and when I landed at Indore for fuel, one person accompanied me and he told me that he was from Jan Sangh. I do not remember his name. When I landed a bit late at Indore, I was told by the Aerodrome Officer that there was an enquiry from Jan Office at Indore. When I landed at Bhopal, I met about 8 or 10 persons at the aerodrome. I was introduced with Sardar Angre there and the other persons were with saffron caps and party badges of Deepak."

In paragraph 11, he has again said that he does not know who prepared the plan for flying but the person who gave the plan to him was from Jan Sangh party.

47. These pilot officers are the witnesses produced by the petitioner himself and they are independent witnesses and there is no reason to disbelieve any one of them and I find that whatever they have stated is reliable.

48. Dhanjiram constable (P. W. 12) has stated that the respondent accompanied by his wife had gone by a helicopter at 6 P.M. to Dongeshwar and addressed an audiance saying that he was standing for the election and they should vote the person to whom they may consider fit. He did not make a note of the speech. He also did not make a report at the police station though he was on duty on that date. His evidence otherwise is of no consequence.

49. Kailash Chandra Sharma (P.W. 13) is an Advocate and an interested witnesses as he had worked for the election in question for the rival candidate. In paragraph 9 of his statement, he has stated about the speeches made by the Rajmata and the respondent. According to him, Rajmata addressed for about two and a half hour while the speech of the respondent lasted for about an hour. It is ridiculous to believe that both the mother and the son would only say, if he was at all present in any of the meetings, that their ancestors had served them well and they should vote for the respondent. His evidence is of no consequence simply on the ground as stated by him in paragraph 7 that he had no talk with the petitioner during the mid-term Lok Sabha election of 1971, add that he had also no talk with him regarding the election petition and that he only came to the Court in obedience of the summons served on him. It is surprising that how he came to give evidence to this effect. In paragraph 15, to a court question, he has admitted that speeches made by both of them must have been published in the local papers, Dainik Bhaskar, published from Gwalior and it gave the gist of the speeches made by them and it was almost a reproduction of their speeches but it is surprising that the petitioner has not been able to produce the best evidence on record.

50. Sardar Avtar Singh (P.W. 14), who was also working for the rival candidate, has deposed in paragraph 2 of his statement that the respondent had said in his speech to vote for him as his ancestors had done good work for them. He also critisised the Congress and looking to the cross-examination in paragraph 4, his evidence also suffers from the same infirmity that he did not inform the petitioner that he had heard the respondent's speech as deposed to by him in his statement, although he had occasion to meet him.

51. The statement of Mujib-ul-Rahman (P.W. 15) also suffers from the same infirmity as deposed to by him in paragraph 7 of his statement that he had no talk with the petitioner regarding the mid-term Lok Sabha election. It is really surprising, how he came to appear as his witness. Moreover, in paragraph 9, he admits that he is an illiterate person and does not remember the date of arrival of the respondent nor the month.

52. Harbhajan Singh (P. W. 16) in paragraph 2 has stated that the respondent had addressed an audiance consisting of about 100 persons by saying that his ancestors had served the public and they should vote for him. He is also an active worker of the Congress and supported the rival candidate and his evidence also requires proper scrutiny. In paragraph 6 of his statement, he has admitted that he did not hear the respondent saying the audience to remove the Congress and to form the Government of Jan Sangh because of the noise in the crowd and if it is so, then it is difficult to say as to what the respondent had said. whether he could and did understand even the gist of the speech said to have been made by the respondent.

53. Dig Vijay Singh (P. W. 19), appears to be a reliable witness. He is an Ex-Raja of Raghogarh, a Jagir, in the erstwhile State of Gwalior and according to him, he was very close to the Gwalior house. In paragraph 2 of his statement, he has deposed as follows:—What Respondent had said in a meeting in his presence:

> "I am contesting the election for the first time and that the Congress Government was corrupt at the Centre, and therefore, we should form our group of our own Government and this is why I should be voted for. "In my speech, I said, "Looking to our close relations with the Gwalior house and that the respondent was contesting the election for the first time, therefore, we should vote for him". I did not belong to any political party in the year 1971 February."

In paragraph 5 he has said that he had visited with the respondent different places and in paragraph 6 he has further said that it was true that in the erstwhile State of Gwalior, all the candidates set up for the Lok Sabha as well as Vidhan Sabha elections by the respondent and his mother were practically all successful and the same thing has been stated in paragraph 7 of his statement. In paragraph 10, he has further said that whenever Rajmata and the respondent had addressed the meeting, it attracted a large crowd and there were large number of Jan Sangh flags and the local Jan Sangh leaders also used to be present and they also used to address the meetings. So far as he knew, the respondent is a strong supporter of Jan Sangh. His evidence belies the evidence of the aforesaid witness who have only deposed thaat no Jan Sangh workers was present at the meeting and no Jan Sangh flags were displayed there and also that the respondent did not say anything about the Jan Sangh. In paragraph 11, he has made it clear that whenever he had accompanied the respondent, he criticised the Congress and supported the Jan Sangh. Although after the mid term Lok Sabha Election, he has joined the Congress party, his statement as a whole appears to be reliable.

54. Statement of Abdul Khan (P.W. 20) is believed by the statement of Shri Dig Vijay Singh (P. W. 19), Ex-Rao Raja of Raghogarh and according to him, the Ex-Rao Raja was present in the meeting about which he had made the statement.

55. Meharbansingh (P. W. 21) has also stated the same thing that the respondent came to Guna in the third week of February, 1971 and made a speech criticising the Congress and praised the work done by his ancestors and this is what the Rajmata had said when she came to Guna in the first week of February, 1971. In paragraph 6 of his statement, he has deposed that he had told the petitioner regarding the

meetings he had attended of his own accord and no enquiry to this effect was made by him. He has also further said that he had no knowledge that the petitioner wanted to file an election petition. It appearas un-natural and his evidence does not inspire confidence. It is pertinent to note that there was a local paper Vir Abhimanyu published from Guna as stated by him to a Court question in paragraph 9. He also said that he remembers to have read in the Dainik Bhaskar as well as in Hamari Awaz the gist of the speeches made by them and it appears to be natural. Even so, there seems no reasons why the copies of these daily papers were not produced in Court which would have been the best evidence to give the gist of the speeches said to have been made by the respondent and his mother. In the circumstances, his evidence does not inspire confidence.

56. Shantilal Jain (P.W. 23) in paragraph 2 of his statement has deposed as follows:—

> "The respondent had said, 'There were closed relations between the Raj Family and the public. Congress has done great harm to you. My mother has commended me to stand for the election for your service from this constituency. I am sure that you people would vote for me, and for that purpose he exhorted the audiance to raise their hands and majority of the person thus raised their hands".

He has admitted in paragraph 9 of his statement that he had submitted to Ratanlal Lohati, who was then the Congress President of the District Congress Committee, Guna, a report regarding the visit of the respondent and the meeting held by him and the total number of persons who had gathered there. This report should have been the best evidence for the purpose but for an interested witness as he is, it looks that he has not made a truthful statement and the petitioner did not produce the best evidence which could have been available to him for the purpose.

57. The statement of Tarachand (P.W. 24) is also of no consequence. He has stated that the respondent addressed the meeting on 4th Februarv, 1971 which he could not have done so, as the election campaign was not allowed on that day and according to him, the Sub-Inspector of police and other police officers were also present and it is really surprising that no report to this effect was made. His evidence appears to be a tutored one and no reliance can be placed on it.

58. Virendra Singh (P.W. 25) has deposed that Rajmata had come alone by a helicopter in the first week of February, 1971, to his village Badora and addressed a meeting saying that in their rule, people were happy and thus requested the public to vote for her son who contesting the election. His evidence is also of the same type and moreover, there is no material to show that whatever she did, at all with the consent of the respondent or his election agent.

59. Santkumar (P.W. 28) in paragraph 4 of his statement has only stated that in 1971 election, Jan Sangh candidates were successful because of the influence of the respondent and it is correct to say that the house of scindias was very popular in his region. Even the petitioner has admitted this in paragraph 20 of his statement.

60. The respondent as R.W. 1., in paragraph 9 of his statement has stated as follows:—

> "The pattern of my speeches was practically the same throughout the area I had covered including my constituency and that I was talking about the corruption in the Congress and about the mal-administration resulting in the present conditions and, therefore, I pleaded to build up a viable alternative to the Congress, (Whatever I meant by Congress, I was a Congress led by Jagjivan Ram) to help and strengthen Jan Sangh. I did not make any personal appeal to the people to vote for me as I had known the area so well and there was no need for it as at reflected in the election result. I have confidence in my electorates."

In cross-examination, in paragraph 73, he has further stated as follows:—

> "The particulars of the Jan Sangh ideology which I was propogating at that time is as follows:—
>
> (i) Ceiling and the floor for agriculture holdings
>
> (ii) Encouragement for Small Scale and Medium Scale Industries,
>
> (iii) De-licensing of Industries.
>
> (iv) Cutting down the foreign aid,
>
> (v) No strings attached to foreign aids,
>
> (vi) Judging foreign policies on merits and not as a member of any foreign culture heritage and taking
>
> (vii) Revival of our Indian culture heritage and taking pride in it, and others."

61. Now, the question arises as to when a political party is said to be acting as an agent of the candidate for the election campaign.

62. Shri Nahta, learned counsel for the petitioner, has very strenously argued while inviting my attention to Ex. P-9, Ex. P-10, Ex. P-14, Ex. P-15 and Ex. P/2/10 in Ex. P-2 that the respondent used helicopters VT-DEN sixty hours in Guna constituency out of the 90 hours it had flown and taking into account the speeches said to be made by him, he was propagating for his own cause and not for the ideology or policy of the Jan Sangh as alleged by him. He also invited my attention to Ex. P-67 and Ex. P-69 that the programme for the flight was given by the Chief Secretary of the respondent and he further urged that even if the payment for the use of the helicopter was made by the Jan Sangh, which is not very material, and as the respondent had canvassed for himself, the hire charges spent for the use of the helicopters should be deemed to have been incurred by the respondent. He also further urged that Rs. 5,000/- paid *vide* voucher No. 155 to Shri Shejwalkar and said to be paid for the notional benefit derived by the respondent is a mandeuvre to curtail his expenses which he spent for his election. He also invited my attention to the fact that there is a variance between the pleadings of the respondent and his statement he had made in this connection as R.W. 1.

63. Shri Chitley, learned counsel on the other hand has urged that the mid-term pool was held in 1971 for the general parliamentary election and the respondent was very popular in the earstwhile State of Gwalior, therefore, the Jan Sangh party wanted to take full advantage of his popularity with the result that the helicopters were made available to the respondent to make him more mobile for the purpose of propagating the ideologies and policies of the Jan Sangh and this is what the respondent has said in his written statement. He also stressed that according to the election law, there is no restriction placed on the expenses to be incurred by a political party for carrying on the propaganda relating to the principles and the policies for which the Party stands and it cannot be regarded as expenses incurred for and on behalf of the candidate. He also argued that the question of agency will not arise unless a request is made either by the candidate or his election agent to advance the interest of the candidate mainly and this has not been proved by the petitioner. He has also referred to page 73 of Parker's Conduct of Parliamentary Elections and stressed that what is required to be considered in such cases is the intention or the motive of a person and it is required to be seen what was the dominant motive. He also referred to Helsburry's Laws of England (Third edition, volume 14 at pages 177-179. He has also cited in support of his contention rulings reported in R. V. Tronoh Mines Ltd. (1952 All E. R. 697), Mast Ram Harnam Singh Sethi (7 E. L. R. 301 at page 310), Prabhudas *v.* Jorsang (13 E. L. R. 110), Mubarak Mazdoor *v.* Lal Bahadur (20 E. L. R. 176 at page 219), B. Rajagopola Rao *v.* N. G. Ranga (A. I. R. 1971 S. C. 267-para 32). Ramdayal *v.* Brijraj Singh (A. I. R. 1970 S. C. 110) and Nagraj Patodia *v.* R. K. Birla (A. I. R. 1971 Supreme Court, 1295).

64. I have given my careful consideration to the contentions raised before me and I am clear in my mind that in this case, there is no material on record to show that the

Jan Sangh Party acted as an agent of the respondent for his election work for the reasons I presently show.

65. Section 100(1) of the Act says that High Court shall declare the election of the returned candidate to be void if it is proved that any corrupt practice has been committed by a returned candidate or his election agent or by any other person with the consent of a returned candidate or his election agent. In a case reported in Mast Ram v. Harnam Singh Sethi (7 E. L. R. 301), the test applied in such like cases was whether the expenses to be borne by the political party is of the candidate is as follows:—

> "The test in this case was held to be whether the main object of the meeting was to promote the election of the candidate and that the line must be drawn between meetings called with the direct object of advancing the election of the candidate, and meetings called for another object from attendance upon which the candidate only derived some indirect or remote advantage."

In Mubarak Mazdoor v. Lal Bahadur (20 E. L. R. 176), their Lordships of the Allahabad High Court observed at page 219 as follows:—

> 'We may also take notice of an argument which was advanced by Mr. Pathak on the basis of the word "Incurred or authorised" used in Section 77 of the Act. The Act uses the word "incurred or authorised" and neither of them can mean the same thing as the expression "with the consent of" The word "authorised" is not equivalent to the expression "with the consent or in the knowledge of", so that the law now requires something more than more consent or knowledge of a candidate to the incurring of expenses and that something is that the expenditure must have been authorised by him or by his election agent."

66. It is clear from the ratio of the rulings cited above that in each case, it is a question of fact whether the main object of the meeting was to promote the political opinion of the party or to promote the election of the candidate. In order to determine this question. it will be proper to consider oral as well as documentary evidence on record. It is not in dispute that four helicopters were hired for the election work. I have given my findings, as aforesaid, that the helicopters in question were hired by the Jan Sangh party and the payment was made by the Party. It is also in evidence that out of the four helicopters, helicopter VT-DZN was used by the respondent mostly in Guna constituency. Ex. P-15, Ex. P-16, Ex. P-17, Ex. P-155 Ex. P-128 Ex. R-7, Ex. R-8 Ex. P-129 and Ex. P-130 show that the other helicopters moved all over the State and even went outside the State of Madhya Pradesh.

67. The evidence of the pilot officers of the helicopters, as discussed above, does not need repetition. They are independent witnesses and not connected with any of the political party. They have clearly deposed that the programme of the flights used to be given either by the Ex-Maharaja of Gwalior or any member of the Jan Sangh Party and two persons always travelled in the helicopter and the respondent advocated the general policies of the Jan Sangh and criticised the policies of the Congress and this is what has been advocated in Ex. P-2/10 of Ex. P-2. The rest of the witnesses examined by the petitioner as regards the speeches made by the respondent being partisan witnesses, their evidence was scrutinised carefully because the partisan atmosphere continues even after the election. It is true that oral evidence cannot be brushed aside when such an evidence is highly probable and the same is corroborated by unimpeachable documentary evidence, but this is not the case here and there is no tall tale evidence of the documents brought on record.

68. It has come in evidence of the petitioner that the respondent and his mother were very popular in the region which formed the eastwhile State of Gwalior, so much so that any candidate who was set up by them got elected. It is also an evidence of the petitioner that the respondent succeeded in the election on his own merit and not on account of the Jan Sangh Party. The evidence of the petitioner, on the other hand, shows that there was not much of the influence of the Jan Sangh in the Guna constituency. If it is so, there was all the more reason to use the influence of the respondent to make the Jan Sangh popular in this constituency. From the analysis of the evidence on record, it is quite obvious that because of the respondent's popularity, the Jan Sangh Party wanted to utilise the influence of the respondent as well as that of his mother to its maximum benefit. With this end in view, the helicopters were hired so that the respondent may be made more mobile to propagate the policies of the Jan Sangh. The fact that the helicopters were kept in the palace compound points to this direction and also to their safeparking there.

69. The respondent himself as R. W. 1 in paragraph 9 and 73 of his deposition has deposed that he was propagating the ideologies and policies of the Jan Sangh. As regards the payment of Rs. 5,000/- to Shri Shejwalkar *vide* Voucher No. 155 of Ex. P-2, the respondent has said in paragrph 12 of his statement as follows:—

> "I suggested to Mr. Shejwalkar that I wanted to make some token payment for the use of the helicopter for any marginal benefit which people might think that I had derived and he proposed a sum of Rs. 5,000/- on an ad hoc basis and I make the payment accordingly. I wanted to clear my position so that any outsider might not have any doubt about its use. In my opinion, I did not derive any benefit out of the use of the helicopter. The payment was made as a notional benefit and it was made on ad hoc basis as there could not have been any real benefit".

In paragraph 13, he has again said that the Party was getting the benefit by the use of the helicopters and not himself as he was rendered more mobile. It is also pertinent to note that there is no evidence on record to suggest that either the respondent or his election agent made a request to the Jan Sangh to do election work for him. It should be borne in mind that a political party, setting up a candidate, cannot be deemed to be the agent of the returned candidate in all cases. The crucial test is whether there has been an employment or authorisation for the agent by the candidate to do some election work or the adoption of the work when done. It is true that in order to prove that a political party or an association was an agent of the candidate, it is necessary to prove either by the direct evidence or it may be inferred from proved facts and circumstances which must necessarily establish that the dominant idea of the political party was to support the candidature of the candidate and not to promote the political opinion of the party. On the proper analysis of the evidence on record, as well as from a perusal of the documents, it is clear that there is neither direct evidence to prove the agent nor the evidence if read in the light of probabilities and attending circumstances to lead to the conclusion that there was an agency for the purpose of election work between the Jan Sangh and the respondent. On the other hand, as aforesaid. the evidence of the petitioner supports the plea raised by the respondent in this connection. The petitioner, therefore. has not proved the allegation of corrupt practice said to have been comitted by the respondent, as stated in paragraph 10(I) of his petition.

70. As regards the allegation made in paragraph 10(I) (2) of the petition, there is no evidence to show that Shrimati Vijja Raje Scindla want to all the places mentioned in this paragraph and that too with the consent of the respondent. The respondent, in his statement, has clearly stated that his mother did not work for his election with his consent. So this allegation is not proved.

71. The next allegation as given in paragraph 10 (II) of the petition is regarding the use of motor vehicles. The petitioner, in order to prove this corrupt practice has examined Kailash Chandra (P. W. 13), Sardar Avtar Singh (P. W. 14), Hamesh kumar Deoaliya (P. W. 22) Harishchandra (P. W. 26), Haturam (P. W. 27) Santkumar (P. W. 28), Kabulchand Khera (P. W. 29), Subrati (P W. 30) Satyapal (P. W. 31), and Nandeoaro Bhonsle (P. W. 32), Multanmal Surana (P. W. 33) who is said to be a star witness, Babukhan (P. W. 34), Shiv Prasad (P. W. 35), Shankerrao Bhonsle (P. W. 36) and the petitioner himself, as (P. W. 37). The respondent has examined himself as R. W. 1 in rebuttal.

72. Shri Nahata, learned counsel for the petitioner, has contended that the letters marked Ex. P-224 to Ex. P-256

show that Multanmal Surana (P. W. 33) was put in charge of the organisation of the election work of the respondent and he was connected with its every phase and, therefore, the four jeeps hired by him and the payments made for such hire and the fuel expenses must have found place in the election return. Thus Multanmal Surana was his agent for the purpose of his election and that being so, whatever payments were made for hiring of the jeeps as well as for fuel consumed to the firm Rajaram Pannalal at Ashoknagar should be taken as money spent by him for hiring of the jeeps and for fuel consumption on behalf of the respondent and it is included in the return of election expenses of the respondent, he is guilty of the corrupt practice under Section 123 (6) of the Act. He also invited my attention to certain vouchers of Ex. P-2 to show that Om Prakash Bhargva was working for the election of the respondent and as such he was authorised to spend money on his behalf. He also stressed that the statement of Multanmal Surana is corobborated by Shir Prasad (P. W. 35) who was maintaing the accounts for the respondent regarding Ashoknagar constituency and the statement of both these witnesses coupled with the statement of Santkumar (P. W. 28), who supplied petrol along with the statements of the owners of the jeeps and two drivers, it is satisfactorily established that the respondent had spent nearabout Rs. 25,000/- on this item which he has not included in his election return. He also pointed out that the cash book Ex. P. 268 produced by the respondent in connection with the maintaining of election accounts is not the real cash book and he has also pointed out certain defects in it to show that the election account was not properly maintained. Shri Nahata has cited in support of his contention rulings reported in M. S. Sourimuthu Udayar *v.* K. Pandaral (20 E. L. 256), Kataria Takandas *v.* Pinto Prederick Michael (18 E. L. R. 403 and Karan Singh *v.* Jamuna Singh (15 E. L. R. 370).

73. Shri Chitley learned counsel on the other hand has urged that the petitioner, when for the first time amended paragraph 10(11) of the petition on 21-12-1971, only included Multanmal Surana for the purpose that his jeep was used on hire at Ashok-nagar by the respondent and it was as late as in August 1972 when he amended subsequently this paragraph of the petition *vide* order of the Court date 2-8-1972, and he introduced that Multanmal Surana was the agent of the respondent for the purpose of his election. He has also further urged that the petitioner has cooked up his case and further more the evidence of Multanmal Surana is not reliable. He also invited my attention that there is no material on record to show that the expenses alleged to have been incurred by the petitioner in this connection were either authorised by the respondent or his election agent. He further stressed that firstly the letters Ex. P-244 to Ex. P-256 said to be sent to Multanmal Surana are not proved and moreover, Multanmal Surana was not summoned to bring those letters and he brought them on his own accord. Further more, there is no proof as regards the authority i.e. who directed to send his those letters. He also invited my attention to the fact that evidence of the petitioner in this regard is not reliable for the reason that he has verified the paragraph 10 of his petition on information received from others while in his statement, he has said that he has personal knowledge about the use of the vehicles at Ashoknagar. He has also contended that looking to the pleading, he is also not certain as to whether such an expenditure as alleged for the use of the jeeps was authorised by whom whether by the respondent or his election agent. He also urged that the affidavit filed by the petitioner is also vague and defective. He has cited in support of his contention rulings reported in S. N. Balakrishna *v.* Fernandez (A.I.R. 1969 S.C. 1201) and Mumara Nand *v.* Brijmohan Lal Sharma (A.I.R. 1967 S. C. 808).

74. In order to decide this part of the issue, it is required to refer to the relevant provisions of law as well as the evidence produced by the parties. Sub-Section (2) of section 99 of the Act says that in this connection and for section 100 of the Act, expression 'Agent' has the same meaning as in section 123 of the Act. Third Explanation to section 123 of the Act reads as follows:—

> "In this section expression 'agent' include an election agent, a polling agent and any person who is held to have acted as an agent in connection with the election with the consent of the candidate'.

. . . . . .

75. Statement of Kailash Chandra (p.w. 13) as regards the use of vehicles is of no consequence. In paragraph 5 of his statement, he has said that Shir Pratap Singh Raja Saheb of Umri had two Vehicles (1) A standard car and (2) a jeep and both the vehicles were used for the election purposes of the respondent. In paragraph 14 he has clearly stated that he has no idea as to when and how the vehicles of Shri Pratap Singh were used in the election and so much so that he does not remember the numbers of the vehicles. Moreover, the petitioner has confined its case to the hiring of four jeeps at Ashoknagar.

76. The statement of Sardar Auvtar Singh (P.W. 15) is also useless as in paragraph 11 of his statement, he has deposed that he had no personal knowledge about the use of the three jeeps for the election work of the respondent and what he stated was that he know about it as told by Multanmal Surana.

77. Rameshkumar (P.W. 22) is an interested witness so much so that he issued one pamphlet in support of the Congress candidate and as stated by him in paragraph 11 of his deposition, he had seen Multanmal Surana, Babulal Jain and Rambali Sharma sitting in any of the three jeeps mentioned by him, and, therefore, the came to the conclusion that they were working for the respondent. He also stated that all the three jeeps used to move about whenever the respondent came to Ashoknagar and this is how he thought that they were used for the respondent's election work. This is not the type of evidence required to prove the use of vehicles for election purposes. His evidence does not seem to be reliable.

78. It will be proper to take up and consider the evidence of Santkumar (P.W. 28) and his two munims, Harishchandra (P.W. 26) and Nathuram (P.W. 27) together. Santkumar (P.W. 28) himself is the owner of the firm Rajaram Pannalal. The evidence of this witness does not seem to be reliable. He, for the first time, met the respondent along with Multanmal Surana (P.W. 33) at his place at Gwalior in January 1971 at the instance of Multanmal Surana for the reason that he wanted to have a talk to him regarding tube-well Machine. Multanmal Surana (P.W. 33) in paragraph 14 of his statement has deposed in this connection that he had told the respondent that Santkumar (P.W. 28) wanted some loan from K. B. Bank, Gwalior, for the purpose of purchasing a tube-well machine and it was there that the respondent had told him to supply petrol to Multanmal Surana and the respondent would make the payment. In peragraph 7 of his cross-examination, this witness has stated that he did not tell anything about this meeting to anybody till the date he was in Court for his evidence. It is rather strange that how he appeared as a witness. It is also in evidence that the respondent had told him that he should not keep the account in his name but there is no reasonable explanation as to why he instructed his munim to mention in the khata of Multanmal Surana that the petrol was supplied for the election of the respondent against his direction. This is also noteworthy that whether the respondent would at all tell Santkumar when he had met him for the first time in his palace that he should supply petrol for his election work, specially when Multanmal Surana is said to be a man of his confidence. Santkumar himself has admitted that Multanmal Surana holds a good position at Ashoknagar and he is a millionaire. Then it is difficult to follow as to why Multanmal Surana took Santkumar to Gwalior for one of the reasons that he should supply petrol for the purpose of election. Normally, these things are not made known and it is difficult to believe that he would be told to do this by the respondent who had not known him at all till then. In paragraph 9 of his statement, he has stated that all the demands for payment were made to Multanmal Surana and he made the payment. It is difficult to understand why the bills were not prepared in name of the respondent when the khata was in his name and the so called instruction said to be issued by the respondent were not respected. In a question put to him in paragraph 9 of his statement, he has answered as follows:—

> "It depends upon the position in life of a person. We also maintain such accounts for Congress Party people also. But we maintain accounts in the names of responsible persons of the party and take the power-of-attorney. I have no such power of attorney from the respondent, except the oral talk that I had.".

In paragraph 10, he has stated that when Shrimati Indira Ji got majority in the centre, he became of congress view though

at the time of the mid term election, he was interested in the respondent. He is a type of the witness who goes with the wind and I do not consider him worthy of credence.

79. Harishchandra (P.W. 26) was the Munim of the firm Rajaram Pannalal at the relevant time and according to him, petrol was supplied by the firm and the indent was made by Multanmal Surana and Shiv Prasad on the credit memos *vide* Ex. P-22, Ex. P-25, Ex. P-27, Ex. P-122,, Ex. P-127, Ex. P-131 to Ex. P-228 and *vide* Ex. P-229 he had supplied petrol to Multanmal Surana when he had come himself. In paragraph 6 of his deposition, he has stated that he had shown all the memos produced by him in Court to the petitioner two or four days after the poll but he did not supply him the copy of the accounts filed in Court. There seems no reason why he should have shown the accounts to the petitioner of his own accord when he did not seek permission of Santkumar for the same. If it is correct, there seems no reason why the petitioner should not have pleaded in his petition to agency of Multanmal Surana earlier regarding which he had produced the evidence very late. It throws a lot of suspicion on the veracity of such like evidence and his evidence inspires no confidence.

80. Nathuram (P.W. 27) was also a Munim with the firm Rajaram Pannalal at the relevant time. The firm maintained a *roked bahi*, Ex. P-241, and there is a *khata* for the supply of petrol to Multanmal Surana, which is marked as Ex. P-242. This *khata* is in his hand-writing. According to him, the firm received a total amount of Rs. 6,305.73 P. from Multanmal Surana on different dates. In his cross-examination, he admits that the portion marked A to A in Ex. P-242 was written in his own handwriting and it was written at the same time. He has admitted that in the ledger book, he has nowhere written anything akin the word *'vaste'* and in the *Khatas* some space is left over before writing the word 'samvat' at the end. He has further deposed as follows:—

> "I wrote the *'sarnama'* in Ex. P-242 from 'A. . . A' at the instance of Santkumar. It is correct that the word *'va'* of the word Scindia is written on the word *'sa'* of the word *'samvat'*. It is wrong to stay that the words *'vaste chunav Maharaja Madhorao Scindia' were added afterwards."

In paragraph, 6, he has admitted that there is a *khata* of Vinodkumar Raghuvanshi but it is not mentioned therein for whom the petrol was supplied. It is clear from the over-writing in the *khata* that the word *'vaste'* and the words 'petrol was supplied for the election of the respondent' were added afterwards with some motive. Had the respondent told him as stated by Santkumar (P.W. 28) that he should not open a petrol account in his name and specially when he was interested in his election and being a resident of Ashoknagar, which once formed the erstwhile State of Gwalior, it does not look probable why he would ask his Munim to add those words that the petrol was supplied for the election of the respondent. To me, it appears that these words are added afterwards in order to help the petitioner. It also looks improbable that the respondent would ask Santkumar (P.W. 25) for the supply of petrol when it was not declared that he would contest the election.

81. It is also pertinent to note that there was no authority with Santkumar to show that he should supply petrol on the indents given by Shiv Prasad (P.W. 35). There is also no evidence to show that Multanmal Surana had authorised Shiv Prasad to issue such indents. Taking all these facts into consideration, I am clear in my mind that it looks a cooked up affairs.

82. I will next take up the evidence of Multanmal Surana (P.W. 33), the star witness of the petitioner, and thereafter I will discuss the evidence of the owners of the jeeps who are said to have supplied them on hire and the two drivers who had driven the two jeeps, out of four of them.

83. It is not in dispute that Multanmal Surana was in Congress till 1966. According to him, he left the Congress in 1966 along with the group of Rajmata as he was not given a congress ticket though he was a loyal congressman. It is also not disputed that he was sitting in the assembly representing the Lok Savak Dal *vide* Ex. R-17. Surana has also stated that he joined the Jan Sangh Party as the respondent wanted him to do so as he was a man of his confidence. In paragraph 17, he has admitted that he had taken a loan of Rs. 3,000 from Shrimati Vijia Raje Scindia on 16-5-1971 and he paid only Rs. 1,500 and after the receipt of notice and still the rest of Rs. 1,500 are due inspite of notice, Ex. R-20. In paragraph 15, he has deposed that he knows the prescribed limit of expenditure to be spent in assembly as well as for Lok Sabha election and in his assembly election, he had spent more but he had shown less in his election return. According to him, he did not consider it bad if one spends more than the prescribed limit in his election. In paragraph 19, he has deposed that he wants to maintain the purety of the election though he himself had not maintained it as per his own statement in paragraph 15. In view of his own admission the evidence of a person, who once was a great supporter of the respondent, says that he had a blind faith in him, has come to depose against him, requires great scrutiny.

84. In paragraph 2 of his statement, he has stated that the respondent had asked him to do the work on his behalf for his election and he had agreed to do so. The respondent as R.W. 1 himself has denied in paragraph 16 of his statement that he did neither ask him to work for his election campaign nor did he give his consent for his working in his election, though he had no reason to doubt the *bona fide* of Surana as a loyal Jan Sangh worker. He also said that he did not permit him for the purchase of any fuel for the motor vehicles nor did he give his consent for the hire of any vehicle for his election. Surana has not said in his statement as to when and where the respondent asked him to do his election work and he agreed to do so. In paragraph 6 of his statement, he had deposed that he had hired four jeeps at the rate of Rs. 100 per jeep per day on the instructions from the respondent, and he paid hirecharges for the four jeeps to the tune of Rs. 12,000 to Rs. 13,000. He has also deposed that as regards the petrol, it was supplied by Santkumar and the indents were issued by him as well as by Shiv Prasad and the total amount as regards hire of the jeeps and fuel consumed came to Rs. 36,000. He has also deposed that he used to make arangements for the meetings and all these were arranged at the instructions of the respondent. He spent a lot of amount on behalf of the respondent on his instructions and the respondent had made payments to him. He has also deposed that he authorised Shiv Prasad to issue indents but it is pertinent to note that neither Santkumar (P.W. 28) nor his two *munims* have deposed that Surana had authorised Shiv Prasad to issue indents for the supply of petrol. In paragraph 3 of his statement, he has deposed that letter Ex. P-244 bears the signatures of one Mahendrasingh and he indentifies his signatures. Similarly he has stated as regards letters Ex. P-216 to Ex. P-235 except Ex. P-248. As regards Ex. P-248, he has also said that it bears the signatures of one Bhonsle whose signatures he recognised and he received this letter from Umri house, Guna, but he is not in a position to say as to who had signed it. He also has deposed that he recognised the signature of Om Prakash Bhargava and letters Ex. P-264 and Ex. P-265 bear his signatures.

85. Now, the question arises whether the abovesaid letters have been proved to have been sent to Surana and what is their legal effect According to section 47 of the Evidence Act, acquaintance with ones handwriting may be in three ways: (1) seeing a person write; (2) knowledge by correspondence; (3) habitual submission of documents purporting to be written by a person in the ordinary course of business. It is true that Surana has stated that he recognise the handwriting of Mahendra Singh and Ex. P-244 bears his signature. Ex. P-244 is a letter sent to eight persons and out of which Surana is one of them. From a perusal of this letter, and others, it is clear that the name of 'Ome Prakash Bhargava, Umri House, Guna is typed one and one Mahendrasingh had signed for him. Similar is the case in respect of Ex. P-245, Ex. P-246, Ex. P-247, Ex. P-249, Ex. P-251, Ex. P-252, Ex. P-253 to Ex. P-255 and they are said to be signed by Mahendrasingh as deposed to by him.

86. The respondent, in his statement in paragraph 43 has deposed that he knows two Mahendrasinghs who were his A.D.C.s. It has also come in evidence of Shri Dig Vijaya Singh (P.W. 19), Ex. Rao Raja of Raghogarh, that Omprakash Bhargava was one of the public forum which was working against the Congress. Shri Nahata, learned counsel for the petitioner, has also invited my attention to some of the vouchers in Ex. P-2 saying that Om Prakash Bhargava was working for the respondent. The respondent, in his statement, has denied having authorised Om Prakash Bhargava to work in his election. He has of course said that he did not know if his election agent had authorised him to do so. There is no

material on record to show that his election agent Shri Ranoji Rao Shinde allowed Om Prakash Bhargava to work on behalf of the respondent.

87. Now the question arises whether Om Prakash Bhargava was allowed either by the respondent or his election agent to work for the respondent and then the next question would be, if it is so, whether Om Prakash Bhargava authorised Mahendra Singh to issue letters in question to Surana.

88. It is true that there was an election office of the respondent at Guna. There is no evidence to show that Om Prakash Bhargava was working in his election office. There is also no evidence to show that out of the two Mahendra Singhs whether any one of them was working there on behalf of the respondent. There is further no material on record to show that either Om Prakash Bhargava or Mahendra Singh was authorised by the respondent or his election agent to do his election work. It is true that there are some vouchers in Ex. P-2 bearing the name of Om Prakash Bhargava such as voucher No. 55, but it is difficult to say whether it was signed by Om Prakash Bhargava because nobody has proved it. Similar is the case with voucher Nos. 75, 81 and 89. Voucher No. 92 does show that Rs. 106.25P. was received from one Omprakash Bhargava by the Deputy Collector, District Guna. Voucher No. 101 is a bill addressed to Bhargava but it is not clear whether he is the same Om Prakash Bhargava or some other Bhargava. Even assuming if Ex. P-2 contains one or two vouchers addressed to Bhargava, it cannot be said that he was working as his agent for the respondent and further more there is no material as aforesaid to conclude that he was authorised to address the letters to Surana and others and more over this chain in the link of the evidence is also missing that whether Om Prakash Bhargava at all authorised Mahendrasingh and that too to which Mahendrasingh to address such letters to Surana. It is also pertinent to note that Surana was not asked to bring these letters and he had brought them of his own accord. It is correct that if there is a proof to connect these letters to the election of the respondent certainly they will be considered for whatever they are worth, but in the instant case, for the aforesaid reasons, the petitioner has not been able to prove that Om Prakash Bhargava was authorised either by the respondent or his election agent to issue such letters and Om Prakash Bhargava, in turn, authorised Mahendrasingh to do so.

89. Much stress has been laid on letter, Ex. P-248, by Shri Nahata, learned counsel for the petitioner, to show that the jeeps in question were hired by Surana and the payment was ultimately made by the respondent. This letter is said to be addressed by Y. N. Bhonsle to the election Officer, Umri House, Guna, but Surana in paragraph 4 of his statement has said that he does not know who had signed the same. So this letter also is not proved. It might be that Surana was working for the Jan Sangh as he was then an M.L.A. representing that Party, but it is difficult to believe that he was authorised to hire the jeeps for the election work of the respondent by him or by his election agent. According to him, he had spent for the election of the respondent to the extent of Rs. 36,000 but it looks strange that he would allow the account books to be taken away by Bhonsle or Chauhan to Umri House Guna, without caring to get the receipt when he was careful enough to retain the aforesaid letters with him. I do not find his evidence worthy of credence for the aforesaid reasons.

90. Similar is the case of Shiv Prasad (P.W. 35) who has deposed that he was maintaining the accounts on behalf of the respondent at the instructions of Surana. He has also said that Chauhan and Bhonsle were sent on behalf of the respondent at Ashoknagar but there is no convincing evidence for the same. He has stated that Ex. P-267 bears the signatures of one Daji and he identifies the same. As regards the payment of money he has said in paragraph 4 of his statement that Surana used to pay him and he does not know who paid him. He has also deposed that he never gave any account papers either to Chauhan or Bhonsle but sometimes, he submitted it to Surana. He has no idea as to when and how much amount was paid to Surana either by Chauhan or Bhonsle. It is, however, strange that he would give the account papers either to Chauhan or Bhonsle or both without obtaining any receipt for the purpose when he was in charge of the accounts as deposed to by him. In paragraph 5, he again states that all the account books were taken away by Chauhan and Bhonsle and the rest of the corresponding papers were given to Surana and he kept these papers with him as he was all in all and moreover he had engaged him. He has further deposed that Bhonsle told him to give all the corresponding papers to Surana and he took way the cash books with the concerning vouchers for Surana did not ask him for the account papers, but told him to give them to Bhonsle as he had come. He has further deposed that he did not give Ex. R-19 to Ex. R-22 to Surana and he has no knowledge whether the proforma like Ex. R-21 and R-22 were issued from his office. This gives a strange picture as to how the account books were dealt with and how they were given either to Bhonsle or Chauhan without obtaining the receipt therefor. In paragraph 6, he has admitted that he does not know the full name of Daji and simply says that he was also called 'Dayaji' and even then he has identified his signatures which seems very doubtful. The respondent himself in his statement has said that one Major Indurkar who was not in his service at the relevant time, was called Daji but he was not authorised to work for him in his election. In paragraph 10 of his statements, he has said that although he had known the petitioner for the last ten years, but he had no occasion either to meet him during the election of 1971 or till he appeared as a witness in this Court. It looks strange as to how he has come to give the evidence. In paragraph 11, he says that there was a ledger in the name of Surdana for the supply of petrol in the firm of Rajaram Pannalal. He does not say that there was a mention in the *Khata* that petrol was to be supplied for the election of the respondent and it appears that the word 'vaste' and for the election of the respondent were added afterwards. In paragraph 13 of his statement, he has said that Surana hired the jeeps and he has no idea whether there was any writing about it and he does not remember the registration numbers of those jeeps. It is difficult to believe that a person who, according to him, was keeping the accounts and making the payments is so ignorant as to whether there was at all any writing about the hiring of the jeeps and made the payment without having any idea regarding the registration numbers of the jeeps. He is a resident of Ashok-nagar and is in politics for the last ten years and his evidence if judged as a whole, leaves an impression that he is not a reliable witness.

91. Now the evidence of Kabulchand Khera (P.W. 29) Subhrati (P.W. 30), Satyapal (P.W. 31), Namdeorao Bhonsle (P.W. 32), Babukhan (P.W. 34) and Shankar Rao Bhonsle (P.W. 36) requires consideration.

92. Kabulchand Khera (P.W. 29) has deposed that he supplied one jeep, registration No. 3630 MPH to Surana on hire at Rs. 100 per day and he received Rs. 2,500 from him. He is a grain merchant and according to him, he ordinarily gives jeep on hire. He has admitted that he has maintained no accounts for the receipt of the amount of Rs. 2,500. He has also admitted that there was no writing between Surana and him regarding the hiring of the jeep. In paragraph 4 of his statement, he has stated that he received the money on behalf of the respondent simply because he was so told by Surana. He has maintained also no record for giving the jeep on hire. As aforesaid, it is not in the natural course of events that Surana would go on proclaiming to every one whose jeep he had hired that the money was being paid on behalf of the respondent, even though there was on delay in the payment. This kind of oral evidence is of no consequence.

93. Subhrati (P.W. 30) is a driver of Kubulchand. His evidence is also of no consequence as he has said in para 3 of his statement, on a court question, that the jeep was used in the month of February but he is unable to name the year. He has admitted that he does not know the English calender months but he could not give any reason as to how he remembered the month of February.

94. Evidence of Satyapal (P.W. 31) also does not inspire confidence. He has a business of giving on hire furniture and crockery and he has a shop for that purpose. Although he does not give jeep on hire but he had given it to Surana. Ordinarily, whenever he gives furniture or crockery on hire, he gets the form signed by the hirer and maintains his *rokad bahi* also but in this case, he has neither got any form signed by Surana nor entered the amount received by him in his account books. He has also no occasion to meet the respondent personally and he was told by Surana that the payment was being made on behalf of the respondent. He is also of the same type of witness who had not informed the petitioner that his jeep was hired by Surana and he got the hire charges but he came in the witness box. It is further strange that he even does not remember from whom he had purchased the

jeep in question. In paragraph 8 of his deposition, he has deposed that he got the petrol from the firm Rajaram Pannalal but he was not required to sign the indent.

95. Namdeorao Bhonsle (P.W. 32) has deposed that he had given his jeep, registration No. DHA 309, on hire at the rate of Rs. 100 per day and got Rs. 3,000 in all. He had supported the Congress in the mid term election and he too has not maintained any account for the receipt of the amount. According to him, either his brother or his cousin was driving the jeep though there was no agreement for the same to supply a driver. He had also no idea whether any T.A. and D.A. were paid to his brother or cousin for driving the jeep. He was also told by Surana Similarly that the payment was being made on behalf of the respondent which is difficult to believe.

96. Babu Khan (P.W. 34) is a driver of Multanmal Surana of jeep No. MPG 6304. In paragraph 2 of his statement, he has deposed that he was given Rs. 10 per day for driving the jeep for the election purposes but no receipt was obtained from him and there is no account to substantiate his statement In paragraph 3 of his statement, he has stated that the jeep was given on hire for the election purposes because he was told by Surana and other people also used to say so. It is really strange that according to him when he was driving the jeep for election purposes, what was the necessity of other people of telling him so when he himself was doing that job. It is apparent that he is a got up witness.

97. Shankar Rao Bhonsle (P.W. 36) is the brother of Namdeorao Bhonsle (P.W. 33), who is driving the jeep on behalf of his brother. In paragraph 2 of his statement, he stated that he did not work for any political party in the election but it is surprising that while driving the jeep he used to shout, "Vote for the respondent". His brother worked for the Congress in 1972 election and he too is a witness who does not inspire confidence.

98. The petitioner himself in paragraph 4 of his statement has said that he had a personal knowledge that four jeeps were used at Ashoknagar for the election of the respondent. The petitioner is an Advocate and it is difficult to believe that having known it, how did he verify this fact in his petition from information received from others and not from his personal knowledge. It is also not understandable as to how he did not come with this charge against the respondent at the time he filed the election petition and he took so much time to amend his petition in this regard when the election petition was about to be disposed of. In paragraph 17 of his statement, he has stated that he had no talk with Surana regarding the election in question either during the election days or thereafter but it looks odd as to how he came to know that Surana had hired the jeeps for the election of the respondent and he had also made the payment. Though he has said that he learnt about it from drivers and owners of the jeeps, in paragraph 18, but that does not look probable in the circumstances of the case.

99. As aforesaid, taking into consideration the fact that the plea of corrupt practice is somewhat akin to a criminal charge, it was for the petitioner to prove the commission of the corrupt practice and discharge that burden satisfactorily and in doing so, he cannot depend on preponderence or more probabilities as the Courts do not set at naught the verdict of the electorate except on good grounds. The type of evidence produced by the petitioner, as discussed above, falls short of that standard and he has failed to proved this charge. Therefore, the issue No. 1(a) is decided in favour of the respondent and against the petitioner.

Issue No. 1(b)

100. This issue has been decided by my order dated 15-10-1971 in favour of the petitioner.

Issue No. 2(a)

101. The petitioner has not pressed the corrupt practice pleaded against the respondent of undue influence under section 123(2) of the Act as detailed in paragraph 11 (wrongly numbered as 10(III) of the petition. Therefore, this issue is decided against the petitioner and in favour of the respondent.

Issue No. 2(b) :

102. This issue has already been decided along with issue No. 1(b) *vide* my order dated 15-10-1971 in favour of the petitioner.

Issue No. 3 :

103. This issue No. 3 has also been decided in favour of the petitioner *vide* my Order dated 15-10-1971.

104. The respondent has filed an interlocutory application No. 58 of 1972 on 3-8-1972 alleging that a corrupt practice has been pleaded against one Shiv Pratap Singh in paragraph 11 (iv) (wrongly numbered as 10(III)(iv) of the petition, who had filed his nomination paper and after its scrutiny when it was found valid, he had withdrawn the same. It is a clear case of non-joinder of a necessary party and, therefore, the election petition also be dismissed on this ground.

105. The reply of the petitioner is that no corrupt practice is pleaded against Shiv Pratap Singh and on the other hand this para contains two instances of undue influence pleaded therein.

106. The respondent also filed an application. I.A. No. 76/72 under section 87 of the Act read with section 137 of the Evidence Act and produced along with it a copy of the petition, marked True copy said to be received by the respondent that the petitioner has made some erasures after the petition was filed. The petitioner, in reply, has said that the erasures were merely scorings which are duly initialled by the petitioner and they were done at the time the petition was filed. The respondent was examined Shri L.S. Baghel Advocate in support of his application and the petitioner has led no evidence.

107. Shri Baghel has produced Ex. R-33, a copy of the petition which he got it typed from the copy he had received from the office of the High Court. He is not in a position to say definitely whether Ex. R-33 is a true copy of the copy he had received from the High Court Office after he had field the memo of appearance. The Statement of Shri Baghel does not prove anything about erasures and so paragraph 11(iv) equivalent to paragraph 10(III)(iv) (wrongly numbered) as it exists in the petition has to be taken up for consideration to decide whether a corrupt practice is pleaded against a withdrawn candidate.

108. It is not in dispute that Shri Shiv Pratap Singh had filed his nomination paper and it was found valid on scrutiny and he had withdrawn his candidature. His identity is also not in dispute.

109. Now, the question arises whether the corrupt practice shall join as respondents to his petition—

> "(b) any other candidate against whom allegations of any corrupt practice are made in the petition."

and section 86 says that the High Court shall dismiss an election petition which does not comply with the provisions of section 81 or section 82 or section 117 of the Act. The law on the subject is well established that in a case of a candidate who had withdrawn and if an allegation of corrupt practice is alleged against him, he is a necessary party and without him the election petition has got to be dismissed. If any ruling is required for the purpose, see *Kashinath v.* Kudsia Begam (A.I.R. 1971 Supreme Court, 372), *Amin Lal v* Hunna Mal (A.I.R. 1965 S.C. 1243), *Mohan Raj v.* Surendra Kumar (A.I.R. 1969 S.C. 677), *N.E. Horo v. Jahan Ara* (A.I.R. 1972 Supreme Court, 1840), *Raghunathsingh v. Govardhan and others* (1972 M.P.L.J. 519).

109. Now, the question arises whether the corrupt practice has been alleged against Shiv Pratap Singh in paragraph 11 (iv) equivalent to Para. 10(III) of the petition. The relevant part of the pleading is as follows:—

> "Re : Undue Influence Under Section 123(2) of—
>
> Representation of the People Act:—
>
> That, the workers of the respondent, with his consent have threatened the electors with an injury to their body and they were criminally intimidated in case they vote for Deorao Krishnarao Jadhav, the Congress candidate. The few instances of the same are given hereunder :

(iv) That on or before 22-2-71, Shri Mohan Prasad Ojha, a congress worker of "village Umri (Tahsil Guna) was threatened at pistol-point by the workers of the respondent with his consent. Shri Shiv Pratap Singh and others of Umri threatened not to vote and canvass in favour of the Congress candidate, Deora Krishnarao Jadhav and threatening with dire consequences."

The contention raised by Shri Nahata, learned counsel for the petition, is that pragraph 11(iv)-10(III)(iv) contains two allegations of undue influences and the second one, according to him, consists of threatening Shiv Pratap Singh who wanted to canvass for the Congress candidate, but this construction is not possible. It clearly says that Shri Mohan Prasad Ojha, a Congress worker, was threatened at a pistol point by the workers of the respondent with his consent and thereafter it says that—

"Shri Shiv Pratap Singh and others of Umri threatened not to vote and canvass in favour of the Congress candidate, Deorao Krishnarao Jadhav and threatening with dire consequences."

110. It is true that the allegation must constitute a corrupt practice and not a mere suggestion in the petition in case of a dismissal on the ground of a non-joinder of a necessary party. The petitioner has tried to wriggle out from the unfortunate position he was placed in not making Shri Pratap Singh a party in the petition against whom a corrupt practice was pleaded and he tried to put an interpretation which in no circumstances of the case is possible to read and, therefore, I am clear in my mind that this defect being fatal, the election petition of the petitioner deserves to be dismissed, as in the instant case, the allegation made against Shiv Pratap Singh is of undue influence under section 123(2) of the Act and he has not been made a party to the petition.

Issue No. 4

111. The petitioner having failed to prove both the issues No. 1 and No. 2, he is not entitled to any relief.

112. In the result, the election petition is dismissed with costs. Counsel fee Rs. 600 and this shall be deducted from the security amount deposited by the petitioner. The balance of the security amount shall be refunded to the petitioner.

SURAJBHAN, Judge.

27-10-1972

COPY OF COURT'S ORDER DATED 15-10-1971, IN E.P. NO. 5 OF 1971

Election Petition No. 5 of 1971

Udhav Singh V. Shri Madhav Rao Scindia.

ORDER

[On preliminary issues 1(b), 2(b) and 3]

Issue No. 3

It is not in dispute that the result of the election was declared by the returning officer in this case on 11th March, 1971. The election petition was filed on 26-4-71. The respondent in para 8 of his written statement, has said that the petition filed by the petitioner is not within time.

2. Chapter V of the Representation of the People Act, 1951 (here-in-after called the Act) deals with the counting of votes. S. 66 deals with the declaration of the result and S. 67-A says that for the purposes of this Act, the date on which a candidate is declared by the returning officer under the provisions of S. 53 or S. 66 to be elected to the House of the Parliament....., shall be the date of election of that candidate. S. 81 of the Act prescribes the period of 45 days for filing the election petition either by the candidate or any elector from the date of the election of the returned candidate.

3. 25th of April 1971 was a Sunday, and the petition in this case was filed by the petitioner of the 26th April, 1971. Thus, it is clearly within time, and the learned counsel for the respondent has not been able to show as to how this petition was not within time. The objection raised on this ground is apparently groundless, and hence this issue is decided in favour of the petitioner.

4. The petitioner is para 10(I) and 10(II) of his petition has alleged that the respondent and his election agent had incurred or had authorised expenditure in connection with his election, between the 27th January, 1971 and 11th March, 1971, in contravention of S. 77 of the Act, i.e. he had exceeded the prescribed limit, which was Rs. 35,000 in this case, under S. 77(3) of the Act, read with rule 90 of the Conduct of Election Rules, 1961 (here-in-after called the rules), and thus he is guilty of corrupt practice under S. 123(6) of the Act.

5. In para 10(I) of the election petition, the petitioner has dealt with the use of 4 helicopters. It is alleged that they were used for the purposes of election by the respondent himself as also by his election agent and that the expenditure on that account has not been included in the return of the election expenses. He has given in para 10(I) the places visited by the respondent alongwith the dates, by helicopters, and the election expenses are said to be to the extent of Rs. 60,000. In para 10(II), the names of the places visited by the respondent's mother and so called agent, Smt. Vijaya Raje Scindia, alongwith the dates are given, and this was in connection with the election work of the respondent and was with his consent.

6. Shri K. A. Chitale, the learned counsel for the respondent has invited my attention to para 10 and 10(I) of the written statement of the respondent and stressed that the allegation in question lacks in material particulars, as neither the numbers of helicopters in question have been given nor their owner has been named, nor it is shown who had chartered them and on what dates, and in the absence of such important particulars, the allegation cannot be enquired into. He further invited my attention to para 10(I) of the petition regarding the helicopters, and argued that the allegations therein are only inferential and conjectural and so they cannot constitute a definite allegation of facts, and in support, he relied on the rulings in **R. M. Seshadri** v. **G. Vasantha Pai and others** (AIR 1969 S.C. 692), **Samant N. Balakrishna, etc. V. George Fernandez and others etc.** (AIR 1969 S.C. 1201), **Ram Dayal V. Brijraj Singh and others** (AIR 1970 S.C. 110), **Smt. Sarla Devi w/o Dwarkaprasad** V. **Birendrasingh S/o Beni Singh and others** (AIR 1961 M.P. 127) and **Balwant Singh** v. **Lakshmi Narain** (1962 Doabia's Election Cases, 77).

7. Shri P. L. Dube, the learned counsel for the petitioner on the other had urged that the petitioner has very clearly said that 4 helicopters were used by respondent for the purposes of his election. The places he visited with dates are also given. The corrupt practice pleaded is that of incurring or authorising to incur the expenditure during the election in contravention of S. 77 of the Act, and it has nothing to do with either the hire or of procuring of the helicopters. He, therefore, urged that it was not necessary to mention in the election petition as to who had chartered the helicopters in question and other matters agitated by the other side, and in support he cited the rulings in **Kamal Niraln** v. **D. P. Mishra and another** (1970 M.P. L. J. 826) and **Shri Kishan** V. **Sat Narain and others** (1968 Doabia's Election Cases, 123).

8. On giving my careful consideration to the contentions raised before me by the learned counsel on both sides, I am of the view that the paragraphs in question cannot be said to be lacking in material particulars, so far as the decision of this issue is concerned.

9. At the very outset, I must say that S. 123(6) of the Act prescribes incurring or authorising to incur expenditure in connection with the election in contravention of S. 77 of the Act, amounts to a corrupt practice. S. 77 of the Act deals with the account of the election expenses, and about the maximum limit prescribed therefore. Sub-section (3) of this section also says that the total of the said expenditure shall not exceed such amount as may be prescribed, which is Rs. 35,000 in the instant case, and sub-section (1) says that the candidate at the election, either by himself or by his election agent, shall keep separate and correct accounts of all expenses incurred in connection with the election, whether incurred by self or authorised by him or by his election agent, between the dates of the publication of the notification calling the election and the date of declaration of the result thereof

(both days inclusive). S. 83 deals with the contents of the election petition. S. 83(1)(b) provides that an election petition shall set forth full particulars of any corrupt practice that the petitioner alleges, including as full a statement as possible, of the names of the parties alleged to have committed such corrupt practice and the date and place of the commission of such corrupt practice etc.

10. So, from the language used, it is quite clear that this provision of law requires the setting forth of full particulars of corrupt practices and especially it mentions at least three particulars must be given, viz. the names of parties alleged to have committed the corrupt practice, the dates when such corrupt practice is said to have been committed and also the place of the commission of such corrupt practice. It is true that in stating the material facts, if the words of the section are merely quoted, the efficacy of the words' material facts' would be lost, as their Lordships of the Supreme Court have observed in **Samant N. Balakrishna etc. V. George Farnandez and others** (AIR 1969 S.C. 1201). It is also equally true that the allegation of corrupt practice should be given with sufficient fullness and clarification, so that the opposite party may fairly meet the same as these are quasi criminal proceedings and the standard of proof required is that which should be beyond a reasonable doubt as is required in criminal offences. Otherwise, without the material particulars, the enquiry will only be rambling and a roving one which S. 83 of the Act protects.

11. As aforesaid, the corrupt practice alleged by the petitioner against the respondent is that of having incurred or having authorised the expenditure in connection with his election in contravention of S. 77 of the Act. It is not a corrupt practice under S 123(5) of the Act. In cases of corrupt practice under S. 123(5) as reported in **Balwantsingh V. Lokshmi Narain** (1962 Doabia's Election cases, 77). Their Lordships held that it was sufficient compliance with the corrupt practice consists in the fact of hiring or procuring of vehicles for the conveyance of voters and not in the contract of hiring or procuring. Thus if the particulars about the use of a vehicle for conveying voters to and from the polling booths with the other necessary details are given Their Lordships held that it was sufficient compliance with the provisions of law, and it was not necessary to give any more details, such as contract of hiring or arrangement for procuring.

12. In the instant case, the petitioner has mentioned that 4 helicopters were taken on hire. In para 10(I) it is further mentioned that they were hired or procured by respondent himself and the Bhartiya Jan Sangh party or Shri Shejwalkar had nothing to do with those helicopters. It mentions the places as respondent had visited, and also gives the dates of his visits there, by the aforesaid helicopters. It also mentions the amount of the expenditure incurred in connection with such visits. It is also mentioned that the said helicopters were used for the election purposes. The respondent has, however, denied this allegation and the expenditure said to be incurred in regard to them. The contention of the respondent in reality is that it was the Bharatiya Jan Sangh, a political party, who had used them for the purpose of their own party propaganda, and they were not used by the respondent or any other person with his consent.

13. In my view, the corrupt practice pleaded, gives all the material particulars as are required by S. 83 of the Act, and it was not necessary for the petitioner to add who had chartered those helicopters or who was their owner, although the petitioner has alleged that they were hired by the respondent himself. I, therefore, hold that the allegation in the election petition regarding the helicopters does not lack in material particulars

14. Para 10(II) of the petition deals with the use of 18 motor vehicles in connection with the election of the respondent and the expenditure said to be incurred or authorised by the respondent for his election work is to the tune of Rs. 25,000 and it is alleged that this expenditure on motor-vehicles has not been incurred in the return of the election expenses submitted by the respondent.

15. Shri P. L. Dube, counsel for the petitioner, agreed that he would confine his allegation only to those vehicles, of which full necessary details have been mentioned in this para. In this situation, therefore, it is not necessary now to ask for further particulars as the allegation in regard to those vehicles of which particulars are not mentioned have been abandoned by the learned counsel for the respondent. It appears from a reading of the said paragraph that details about only 9 vehicles out of 18 mentioned have been given, and it is ordered that the petitioner shall not be allowed to lead evidence in respect of the matters connected with the vehicles of which details have not been supplied.

16. In view of the stand taken by the counsel for the petitioner, on this point, he may, if he so desires, make the corresponding amendment in the amount of expenses shown on vehicles amounting to Rs. 25,000, which pertain to 18 vehicles. This amendment, if he so chooses, shall be carried out within 10 days.

17. This issue is, therefore, answered accordingly.

18. **Issue No. 2(b)**

This issue deals with an allegation of the petitioner made in para 10(III) remarked as para 11 of the election petition. Shri Dube has agreed that so far as this corrupt practice of undue influence under S. 123(2) of the Act is concerned, as detailed in the aforesaid paragraph, he will confine his evidence etc. only in regard to the facts relating to the persons who have been named, and the particulars of which have been supplied, in the paragraphs and leave out others about whom details have not been furnished.

19. In view of the aforesaid stand now taken by the counsel for the petitioner, it is not necessary to ask for further material particulars, which were said to be lacking in this paragraph.

20. This issue, is therefore, decided accordingly.

SURAJBHAN, Judge

15-10-1971

TRUE COPY

Sd/- ILLEGIBLE, Dy. Registrar,

[No. 82/MP/5/71]

B. N. BHARDWAJ, Secy.

आदेश

नई दिल्ली, 29 मार्च, 1973

का. आ. 1235.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए महाराष्ट्र विधान सभा के लिए निर्वाचन के लिए 156-उमरखेड निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री नाईक चन्द्रसिंह अमर सिंह गनेश, लोहर्ड, पुसाद, तालुक पुसाद, जिला यवतमाल (महाराष्ट्र) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री नाईक चन्द्रसिंह अमर सिंह को संसद् के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. महा.-वि. स./156/72(12)]

ORDER

New Delhi, the 29th March, 1973

S.O. 1235.—Where the Election Commission is satisfied that Shri Naik Chandusing Amarsing, Ganesh Ward, Pusad, Tq. Pusad, District Yeotmal (Maharashtra), a contesting candidate for the election held in March, 1972, to the Maharashtra Legislative Assembly from 156-Umarkhed Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Naik Chandusing Amarsing to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MT-LA/156/72(12)]

आदेश

नई दिल्ली, 30 मार्च, 1973

का. आ. 1236.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए महाराष्ट्र विधान सभा के लिए निर्वाचन के लिए 145-साओली निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री अतराम मारोती दोनू, मु. व पो. व्याहाद खुर्द तह. चन्द्रपुर जिला (महाराष्ट्र), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री अतराम मारोती दोनू को संसद् के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. महा-वि. स./145/72/(13)]

ए. एन. सेन, सचिव

ORDER

New Delhi, the 30th March, 1973

S.O. 1236.—Whereas the Election Commission is satisfied that Shri Atram Maroti Donu, At & Post Vyahad Khurd, Tah. Chandrapur, District Chandrapur, Maharashtra, a contesting candidate for the election held in March, 1972 to the Maharashtra Legislative Assembly from 145-Saoli Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Atram Maroti Donu to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MT-LA/145/72(13)]

A. N. SEN, Secy.

आदेश

नई दिल्ली, 9 अप्रैल, 1973

का. आ. 1237.—यतः, निर्वाचन आयोग का समाधान हो गया है कि 1971 में हुए तमिलनाडु विधान सभा के लिए साधारण निर्वाचन के लिए 172-वालंगिमान निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री के. नेडुनचेंजियान, 180-नागारासमपेट्टई, पोस्ट, थिरूचेराई वाया, कुम्बाकोनम तालुक, जिला तंजावूर (तमिलनाडु), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ,

और, यतः, उक्त उम्मीदवार द्वारा किये गये अभ्यावेदन पर विचार करने के पश्चात्, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री के. नेडुनचेंजियान को संसद् के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. त ना-वि. स./172/71(48)]

ORDER

New Delhi, the 9th April, 1973

S.O. 1237.—Whereas the Election Commission is satisfied that Shri K. Nedunchezian, 180-Nagarasampettai Post, Tairucheri (Via) Kumbakonam Taluk, Thanjavur District, (Tamilnadu), a contesting canddidate for the general election to the Tamil Nadu Legislative Assemebly held in 1971 from 172-Valangimam constituency, has failed to lodge an account of his election expenses in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas after considering the representation made by the said candidate, the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri K. Nedunchezian to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. TN-LA/172/71(48)]

आदेश

का. आ. 1238 .—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए महाराष्ट्र विधान सभा के लिए साधारण निर्वाचन के लिए 248-जॉली निर्वाचन-क्षेत्र से चुनाव लड़ने वाले

उम्मीदवार श्री. पाटंकर मधुकर कृष्ण, मुं. व पो. आ. अनेवाडी, तालुक जाँली, जिला सतारा (महाराष्ट्र), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा यथा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायौचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री पाटंकर मधुकर कृष्ण को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. महा.-वि. स./248/72(16)]

ORDER

S.O. 1238.—Whereas the Election Commission is satisfied that Shri Patankar Madhukar Krishna, At and Post Anewadi, Taluka Jaoli, District Satara (Maharashtra), a contesting candidate for the general election held in March, 1972 to the Maharashtra Legislative Assembly from 248-Jaoli constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Patankar Madhukar Krishna to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MT-LA/248/72(16)]

आदेश

नई दिल्ली, 10 अप्रैल, 1973

का. आ. 1239.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए महाराष्ट्र विधान सभा के लिए साधारण निर्वाचन के लिए 192-लातूर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री सूर्यवंशी हनमंत वैंजीनाथ जिंगनाप्पा, गली सिद्धार्थ, कालोनी लातूर, जिला ओसमानाबाद, (महाराष्ट्र), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा यथा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायौचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री सूर्यवंशी हनमंत वैंजीनाथ को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. महा.-वि. स./192/72(17)]

ORDER

New Delhi, the 10th April, 1973

S.O. 1239.—Whereas the Election Commission is satisfied that Shri Suryawanshi Hanmant Vaijinath, Zinganappa, Galli Sidharth, Colony Latur, District Osmanabad (Maharashtra), a contesting candidate for the general election held in March, 1972, to the Maharashtra Legislative Assembly from 192-Latur constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Suryawanshi Hanmant Vaijinath to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MT-LA/192/72(17)]

आदेश

नई दिल्ली, 12 अप्रैल, 1973

का. आ. 1240.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए गुजरात विधान सभा के लिए निर्वाचन के लिए 33-मालिया निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जादव हमीर आर्शी, सुत्रापाडा, वाया वेरावल, जिला जूनागढ़ (गुजरात), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा यथा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायौचित्य नहीं है :

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री जादव हमीर अर्शी को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. गुज-वि. स./33/72(6)]

ORDER

New Delhi, the 12th April, 1973

S.O. 1240.—Whereas the Election Commission is satisfied that Shri Jadev Hamir Arshi, Sutrapada, *Via* Veraval, District Junagadh, Gujarat, a contesting candidate for the general election held in March, 1972, to the Gujarat Legislative Assembly from 33-Malia constituency, has failed to lodge an

account of his election expenses, as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Jadav Hamir Arshi to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a state for a period of three years from the date of this order.

[No. GJ-LA/33/72(6)]

आदेश

नई दिल्ली, 16 अप्रैल, 1973

का. आ. 1241.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1971 में हुए तमिल नाडु विधान सभा के लिए निर्वाचन के लिए 109-वालपाराई निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जी. सुब्रमण्यम देवादास नाडार भवन, वालपाराई, जिला कोयम्बटूर, तमिलनाडु, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री जी. सुब्रमण्यम को संसद् के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. त. ना./वि. स./109/71(49)]

ORDER

New Delhi, the 16th April, 1973

S.O. 1241.—Whereas the Election Commission is satisfied that Shri G. Subramaniam Devadoss Nadar Building, Valparai, Coimbatore Distt., Tamil Nadu, a contesting candidate for election to the Tamil Nadu Legislative Assembly from 109-Valparai constituency, held in March, 1971 has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the due notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri G. Subramaniam to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. TN-LA/109/71(49)]

आदेश

नई दिल्ली, 17 अप्रैल, 1973

का. आ. 1242.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1971 में हुए तमिलनाडु विधान सभा के लिए साधारण निर्वाचन के लिए 98 ऊटकमंड निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री डा. एम. बी. रमन, एम. बी. बी. एस., 2-फारूक बिल्डिंग, चारिंग क्रास, ऊटकमंड (तमिलनाडु), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यतः, उक्त, उम्मीदवार द्वारा दिए गये अभ्यावेदन पर विचार करने के पश्चात, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री डा. एम. बी. रमन को संसद् के किसी भी सद् के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. त. ना.-वि. स./98/71(50)]

ORDER

New Delhi, the 17th April, 1973

S.O. 1242.—Whereas the Election Commission is satisfied that Dr. M. B. Raman, M.B.B.S., 2-Farouk Buildings, Charing Cross, Ootacamund (Tamil Nadu) a contesting candidate for the general election to the Tamil Nadu Legislative Assembly held in March, 1971 from 98-Ootacamund constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, after considering the representation made by the said candidate, the Election Commission is further satisfied that he has no good reason for justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Dr. M. B. Raman to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. TN-LA/98/71(50)]

आदेश

नई दिल्ली, 19 अप्रैल, 1973

का. आ. 1243.—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए आंध्र प्रदेश विधान सभा के लिए साधारण निर्वाचन के लिए 237- बोथ निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री अरका रामाराव, कम्यूनिस्ट पार्टी आफिस, बोथ जिला अदिलाबाद (आंध्र प्रदेश), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री अरका रामाराव को संसद के किसी भी सदन के या ऐसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. आ. प्र.-वि. स./237/72]

वी. नागसुब्रमण्यन, सचिव

ORDER

New Delhi, the 19th April, 1973

S.O. 1243.—Whereas the Election Commission is satisfied that Shri Arka Rama Rao, Communist Party Office, Boath, Adilabad Distt. (A.P.), a contesting candidate for general election to the Andhra Pradesh Legislative Assembly held in March, 1972 from 237. Boath constituency has failed to lodge an account of his election expenses in the manner required by the Representation of the people Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Arka Rama Rao to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. AP-LA/237/72]

V. NAGASUBRAMANIAN, Secy.

CORRIGENDUM

New Delhi, the 26th April, 1973

S.O. 1244.—For the date "10th Feb., 1973" appearing above the Commission's Orders Nos. AP-LA/245/72 and AP-LA/249/72 published as S.O. 498 and 499 at pages 712 and 713 of the Gazette of India, Part II, Section 3(ii) dated 24-2-1973, substitute the date "10th January, 1973".

[No. AP-LA/245/72]

I. K. K. MENON, Under Secy.

विधि, न्याय और कम्पनी कार्य मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 6 अप्रैल, 1973

का. आ. 1245.—एकाधिकार एवं निर्बन्धनकारी व्यापार प्रथा अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा मैसर्स कन्टेनर्स एण्ड क्लोजर्स लिमिटेड के कथित अधिनियम के अन्तर्गत पंजीकरण को इण्डस्ट्रीयल रिकंस्ट्रक्शन कारपोरेशन आफ इण्डिया लिमिटेड, कलकत्ता के साथ, सार्थ के प्रबन्ध को रहने तक अपंजीकरण क्रियाशील होगा कि शर्त के साथ (पंजीकरण प्रमाण-पत्र संख्या 408/1970 दिनांक 28-10-70) के निरस्तीकरण को अधिसूचित करती है।

[संख्या 22/8/72-एम.-2]

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Company Affairs)

New Delhi, the 6th April, 1973

S.O. 1245.—In pursuance of sub-section (3) of section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of registration of M/s. CONTAINERS AND CLOSURES LIMITED under the said Act (Certificate of Registration No. 408/1970 dated the 28th October, 1970) with the condition that the de-registration will be operative till the management of the undertaking remains with the Industrial Reconstruction Corporation of India Ltd., Calcutta.

[No. 22/8/72-M(II)]

नई दिल्ली, 13 अप्रैल, 1973

का. आ. 1246.—एकाधिकार एवं निर्बन्धनकारी व्यापार प्रथा अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा मैसर्स नेशनल रबड़ मैन्यूफैक्चरर्स लिमिटेड के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 395/1970 दिनांक 28-10-1970 के निरस्तीकरण को अधिसूचित करती है।

[सं. 22/21/73-एम.-2]

स. बालरामन, अवर सचिव

New Delhi, the 13th April, 1973

S.O. 1246.—In pursuance of sub-section (3) of section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s NATIONAL RUBBER MANUFACTURERS LTD. under the said Act. (Certificate of Registration No. 395/1970 dated the 28-10-1970).

[F. No. 22/21/72-M(II)]

S. BALARAMAN, Under Secy.

MINISTRY OF HOME AFFAIRS

(Directorate of Gurdwara Elections)

ORDER

New Delhi, the 28th February, 1973

S.O. 1247.—In exercise of the powers conferred by section 6 of the Delhi Sikh Gurdwaras Act, 1971 (82 of 1971), I, U. S. Kohli, Director Gurdwara Elections hereby make the following amendments in the Table annexed to this Directorate's Order of even number dated the 29-12-1972 and published on pages 163 to 181 of the Gazette of India Extra-ordinary (Part-II) dated the 15th January, 1973, namely:—

AMENDMENTS

1. In the Table to the said Order,

(i) against Ward No. 11 for the words "Gwalior Potteries and the boundary of the New Delhi Municipality and west of Nauroji Nagar", the words "Gwalior Potteries with the boundary of the New Delhi Municipality on the west of Nauroji Nagar"; shall be substituted;

(ii) against Ward No. 14, for the words "running eastwards along the said projection", the words "running eastward along the said line of projection", shall be substituted;

(iii) against Ward No. 31, for the words "thence westwords along the New Pusa Road upto its junction the words "thence eastwards along Gandhi Nagar Road—Rajgarh Road", shall be substituted;

(iv) against Ward No. 35, for the words "Civil Line", the words "Civil Lines", shall be substituted; and

(v) against Ward No. 44, for the words "thence southwards along the New Pusa Road upto its junction with Pusa Road at Patel Road", the words "thence southwards along the New Pusa Road upto its junction with Pusa Road at its crossing with Patel Road", shall be substituted.

2. In Appendix 4 to the said Order, after item No. 47, the following items shall be added, namely:—

48. Madipur
49. Nangloi Sayed
50. Nilothi
51. Tilangpur
52. Ranhola
53. Shafipur.

[No. F. 1(16)/72-DGE Amn.]
U. S. KOHLI, Director

वित्त मंत्रालय

राजस्व और बीमा विभाग

नई दिल्ली, 9 अप्रैल, 1973

का० आ० 1248.—केन्द्रीय सिविल सेवा (वर्गीकरण, नियन्त्रण तथा अपील) नियमावली 1965 के नियम 34 के साथ पठित नियम 9 के उप नियम (2), नियम 12 के उप नियम (2) के खण्ड (ख) तथा नियम 24 के उप-नियम (1) के अनुसरण मे राष्ट्रपति, एतद्द्वारा, भारत सरकार के वित्त मंत्रालय (राजस्व तथा बीमा विभाग) की दिनांक 28 फरवरी, 1957 की अधि- सूचना सं० सा० का० नि० 612 मे निम्नलिखित अतिरिक्त संशोधन करते है, अर्थात् .—

उक्त अधिसूचना की अनुसूची मे :—

(क) सामान्य केन्द्रीय सेवा श्रेणी III के भाग II में वर्तमान प्रविष्टियो के बाद निम्नलिखित शीर्ष तथा प्रविष्टियां अन्त: स्थापित की जाय, अर्थात् .—

पद का नाम	नियुक्ति अधिकारी	दण्डित करने के लिये सक्षम प्राधिकारी तथा वे दण्ड जो नियम 11 मे निहित मद संख्याओ के सन्दर्भ मे लगाये जा सकते है।		अपीलीय प्राधिकारी
		प्राधिकारी	दण्ड	
1	2	3	4	5
"सामान्य बीमा सेवा एकीकरण समिति।				
सभी पद	सदस्य सचिव	सदस्य-सचिव	सभी	विशेष कार्य अधिकारी (बीमा) तथा अतिरिक्त सचिव, भारत सरकार
	अवर सचिव (i) से (iv) तक			सदस्य सचिव"

(ख) सामान्य केन्द्रीय सेवा, श्रेणी IV के भाग III मे वर्तमान प्रविष्टियो के बाद निम्नलिखित शीर्ष तथा प्रविष्टिया अन्त: स्थापित की जाय अर्थात् —

1	2	3	4	5
"सामान्य बीमा सेवा एकीकरण समिति।				
सभी पद	कार्यालयाध्यक्ष	कार्यालयाध्यक्ष	सभी	सदस्य-सचिव"

[फा० सं० 33/10/72-प्रशा०-1 ए०]
ए० एम० कृष्णमूर्ति, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue & Insurance)

New Delhi, the 9th April, 1973

S. O. 1248.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 read with rule 34 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of Government of India, in the Ministry of Finance (Department of Revenue & Insurance) No. S.R.O. 612, dated the 28th February, 1957, namely :—

In the Schedule to the said notification :—

(a) In Part II, General Central Service, Class III, after the existing entries, the following heading and entries shall be inserted namely :—

Description of Post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in rule 11)		Appellate Authority
		Authority	Penalties	
1	2	3	4	5
"GENERAL INSURANCE SERVICES INTEGRATION COMMITTEE.				
All posts	Member-Secretary	Member-Secretary	All	Officer on Special Duty (Insurance) and Additional Secretary to the Government of India.
		Under Secretary	(i) to (iv)	Member-Secretary."

(b) in Part III, General Services Class IV, after the existing entries, the following heading and entries shall be inserted namely:—

1	2	3	4	5
"GENERAL INSURANCE SERVICES INTEGRATION COMMITTEE.				
All Posts	Head of the Office	Head of the Office	All	Member-Secretary"

A.S. KRISHNAMURTHY, Under Secy.
[F. No. 33/10/72-Ad. IA]

(बैंकिंग विभाग)

आदेश

नई दिल्ली, 27 अप्रैल, 1973

का. आ. 1249.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का दसवां) की धारा 45 की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्द्वारा 24-परगना नॉरदर्न सेंण्ट्रल कॉआपरेटिव बैंक लिमिटेड के सम्बन्ध में केन्द्रीय सरकार वित्त मन्त्रालय, (बैंकिंग विभाग) के 27 जनवरी, 1973 के ऋण शोधन स्थगन आदेश संख्या एफ. 8/3/72-ए. सी. में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त आदेश में अंक, अक्षर और शब्द "30 अप्रैल, 1973" के स्थान पर अंक, अक्षर और शब्द "30 जून, 1973" लिखे जाएंगे ।

[सं. एफ 8/3/72-ए. सी.]

(Department of Banking)

ORDER

New Delhi, the 27th April, 1973

S.O. 1249.—In exercise of the power conferred by sub-section (2) of section 45 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby makes the following amendment in the Order of moratorium of the Government of India in the Ministry of Finance (Department of Banking) No. F. 8/3/72-AC, dated the 27th January, 1973 in respect of the 24-Parganas Northern Central Co-operative Bank Limited, namely :—

In the said Order, for figures, letters and word "30th April, 1973", the figures, letters and word "30th June, 1973" shall be substituted.

[No. F. 8/3/72-AC]

आदेश

का. आ. 1250.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का दसवां) की धारा 45 की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्द्वारा 24-परगना सदर्न सेंण्ट्रल कॉआपरेटिव बैंक लिमिटेड के सम्बन्ध में केन्द्रीय सरकार वित्त मन्त्रालय, (बैंकिंग विभाग) के 27 जनवरी, 1973 के ऋण शोधन स्थगन आदेश संख्या एफ. 8/3/72-ए. सी. में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त आदेश में अंक, अक्षर और शब्द "30 अप्रैल, 1973" के स्थान पर अंक, अक्षर और शब्द '30 जून, 1973" लिखे जाएंगे ।

[सं. एफ 8/3/72-ए. सी.]

ORDER

S.O. 1250.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby makes the following amendment in the Order of moratorium of the Government of India in the Ministry of Finance (Department of Banking) No. F. 8/3/72-AC, dated the 27th January, 1973 in respect of the 24-Parganas Southern Central Co-operative Bank Limited, namely :—

In the said Order, for the figures, letters and word "30th April, 1973", the figures, letters and word "30th June, 1973" shall be substituted.

[No. F. 8/3/72-AC]

का. आ. 1251.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का दसवां) की धारा 45 की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्द्वारा कलना कटवा सेंण्ट्रल कॉआपरेटिव बैंक लिमिटेड के सम्बन्ध में केन्द्रीय सरकार वित्त मन्त्रालय, (बैंकिंग विभाग) के 27 जनवरी, 1973 के ऋण शोधन स्थगन आदेश संख्या एफ. 8/3/72-ए. सी. में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त आदेश में अंक, अक्षर और शब्द "30 अप्रैल, 1973" के स्थान पर अंक, अक्षर और शब्द "30 जून, 1973" लिखे जाएंगे ।

[सं. एफ. 8/3/72-ए. सी.]

ORDER

S.O. 1251.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby makes the following amendment in the Order of moratorium of the Government of India in the Ministry of Finance (Department of Banking) No. F. 8/3/72-AC, dated the 27th January, 1973 in respect of the Kalna-Katwa Central Co-operative Bank Limited, namely :—

In the said Order, for figures, letters and word "30th April, 1973", the figures, letters and word "30th June, 1973" shall be substituted.

[No. F. 8/3/72-AC]

आदेश

का. आ. 1252.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का दसवां) की धारा 45 की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्द्वारा कूच-बिहार सेंण्ट्रल कॉआपरेटिव बैंक लिमिटेड, के सम्बन्ध में केन्द्रीय सरकार वित्त मन्त्रालय, (बैंकिंग विभाग) के 27 जनवरी, 1973 के ऋण शोधन स्थगन आदेश संख्या एफ. 8/3/72-ए. सी. में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त आदेश में अंक, अक्षर और शब्द "30 अप्रैल, 1973" के स्थान पर अंक, अक्षर और शब्द "30 जून, 1973" लिखे जाएंगे ।

[सं. एफ. 8/3/72-ए. सी.]

एल. डी. कटारिया, उप-सचिव

ORDER

S.O. 1252.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby makes the following amendment in the Order of moratorium of the Government of India in the Ministry of Finance (Department of Banking) No. F. 8/3/72-AC, dated the 27th January, 1973, in respect of the Cooch-Behar Central Co-operative Bank Limited, namely :—

In the said Order, for figures, letters and word "30th April, 1973", the figures, letters and word "30th June, 1973" shall be substituted.

[No. F. 8/3/72-AC]

L. D. KATARIA, Dy. Secy.

रिज़र्व बैंक ऑफ इंडिया

नई दिल्ली, 21 अप्रैल, 1973

का० आ० 1253—रिज़र्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में अप्रैल 1973 की 13 तारीख को समाप्त हुए सप्ताह के लिए लेखा

इशू विभाग

देयताएं	रुपये	रुपये	आस्तियां	रुपये	रुपये
1	2	3	4	5	6
बैंकिंग विभाग में रखे हुए नोट	12,83,24,000		सोने का सिक्का और बुलियन :–		
			(क) भारत में रखा हुआ	182,53,11,000	
			(ख) भारत के बाहर रखा हुआ	..	
संचलन में नोट	5518,85,63,000		विदेशी प्रतिभूतियां	171,65,38,000	
			जोड़		354,18,49,000
जारी किये गये कुल नोट		5531,68,87,000	रुपये का सिक्का		3,15,07,000
			भारत सरकार का रुपया प्रतिभूतियां		5174,35,31,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र		..
कुल देयताएं		5531,68,87,000	कुल आस्तियां		5531,68,87,000

तारीख : 18 अप्रैल 1973

एस० जगन्नाथन, गवर्नर

13 अप्रैल 1973 को रिज़र्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएं	रुपये	आस्तियां	रुपये
1	2	3	4
चुकता पूंजी	5,00,00,000	नोट	12,83,24,000
आरक्षित निधि	150,00,00,000	रुपये का सिक्का	3,54,000
		छोटा सिक्का	3,53.000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि	209,00,00,000	खरीदे और भुनाये गये बिल	28,01,45,000
		(क) देशी	28,01,45,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि	45,00,00,000	(ख) विदेशी	..
		(ग) सरकारी खजाना बिल	224,02,44,000
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि	175,00,00,000	विदेशों में रखा हुआ बकाया*	210,32,39,000
		निवेश**	388,19,33,000
जमाराशियां :–		ऋण और अग्रिम :–	
(क) सरकारी		(i) केन्द्रीय सरकार को	..
(i) केन्द्रीय सरकार	57,29,84,000	(ii) राज्य सरकारों को†	98,95,92,000
(ii) राज्य सरकारें	13,74,62,000		
(ख) बैंक		ऋण और अग्रिम :–	
(i) अनुसूचित वाणिज्य बैंक	284,07,79,000	(i) अनुसूचित वाणिज्य बैंकों को††	33,65,00,000
(ii) अनुसूचित राज्य सहकारी बैंक	14,55,95,000	(ii) राज्य सहकारी बैंकों को@	236,31,68,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक	1,09,38,000	(iii) दूसरों को	4,66,97,000
(iv) अन्य बैंक	31,62,000	राष्ट्रीय कृषि ऋण (दीर्घ-कालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश	
		(क) ऋण और अग्रिम :–	
		(i) राज्य सरकारों को	65,52,44,000
		(ii) राज्य सहकारी बैंकों को	21,58,06,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को	..
		(iv) कृषि पुनर्वित्त निगम को	29,70,00,000
(ग) अन्य	79,13,81,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश	11,24,73,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	
देय बिल	71,12,54,000	राज्य सहकारी बैंकों को ऋण और अग्रिम	27,21,14,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घ-कालीन क्रियाएं) निधि	
अन्य देयताएं	433,72,09,000	से ऋण, अग्रिम और निवेश	
		(क) विकास बैंक को ऋण और अग्रिम	95,09,36,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश	..
		अन्य आस्तियां	53,66,42,000
	रुपये 1541,07,64,000		रुपये 1541,07,64,000

* नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल है।

** राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किये गये निवेश शामिल नहीं है।

† राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं है, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल है।

†† रिज़र्व बैंक ऑफ इंडिया अधिनियम की धारा 17(4)(ग) के अधीन अनुसूचित वाणिज्य बैंकों को मीयादी बिलों पर अग्रिम दिये गये 9,17,50,000 रुपये शामिल हैं।

@ राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं है।

तारीख : 18 अप्रैल 1973

एस० जगन्नाथन, गवर्नर

[सं० फ० 1 (1) 73 बी०ओ०आई०]

च० व० मीरचन्दानी, अवर सचिव

RESERVE BANK OF INDIA

New Delhi, the 21st April, 1973

S. O. 1253—An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 13th day of April 1973

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department	12,83,24,000		Gold Coin and Bullion:—		
Notes in circulation	5518,85,63,000		(a) Held in India	182,53,11 000	
			(b) Held outside India	..	
Total Notes issued		5531,68,87,000	Foreign Securities	171,65,38,000	
			TOTAL		354,18,49,000
			Rupee Coin		3,15,07,000
			Government of India Rupee Securities		5174,35,31,000
			Internal Bills of Exchange and other commercial paper		..
Total Liabilities		5531,68,87,000	Total Assets		5531,68,87,000

Dated the 18th day of April, 1973

S. JAGANNATHAN, Governor

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 13th April 1973

Liabilities	Rs.	Assets	Rs.
Capital Paid Up	5,00,00,000	Notes	12,83,24,000
		Rupee Coin	3,54,000
Reserve Fund	150,00,00,000	Small Coin	3,53,000
		Bills Purchased and Discounted:—	
National Agricultural Credit (Long Term Operations) Fund	209,00,00,000	(a) Internal	28,01,45,000
		(b) External	..
		(c) Government Treasury Bills	224,02,44,000
National Agricultural Credit (Stabilisation) Fund	45,00,00,000	Balances Held Abroad*	210,32,39,000
		Investments**	388,19,33,000
		Loans and Advances to:—	
National Industrial Credit (Long Term Operations) Fund	175,00,00,000	(i) Central Government	..
		(ii) State Governments@	98,95,92,000
Deposits:—		Loans and Advances to:—	
		(i) Scheduled Commercial Banks†	33,65,00,000
(a) Government		(ii) State Co-operative Banks‡	236,31,68,000
		(iii) Others	4,66,97,000
(i) Central Government	57,29,84,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
(ii) State Governments	13,74,62,000	(a) Loans and Advances to:—	
		(i) State Governments	65,52,44,000
(b) Banks		(ii) State Co-operative Banks	21,58,06,000
		(iii) Central Land Mortgage Banks	..
(i) Scheduled Commercial Banks	284,07,79,000	(iv) Agricultural Refinance Corporation	29,70,00,000
		(b) Investment in Central Land Mortgage Bank Debentures	11,24,73,000
(ii) Scheduled State Co-operative Banks	14,55,95,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
(iii) Non-Scheduled State Co-operative Banks	109,38,000	Loans and Advances to State Co-operative Banks	27,21,14,000
(iv) Other Banks	31,62,000	Loans Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
(c) Others	79,13,81,000	(a) Loans and Advances to the Development Bank	95,09,36,000
		(b) Investment in Bonds/debentures issued by the Development Bank	..
Bills Payable	71,12,54,000		
Other Liabilities	4,33,72,09,000	Other Assets	53,66,42,000
Rupees	1541,07,64,000	Rupees	1541,07,64,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 9,17,50,000 advanced to scheduled commercial banks against usance bills under Section 17 (4) (c) of the Reserve Bank of India Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 18th day of April 1973.

S. JAGANNATHAN, Governor

[No. F 1(1)/73—BOI]

C.W. MIRCHANDANI, Under Secretary

(Department of Expenditure)

New Delhi, the 10th April, 1973

S.O. 1254.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor General of India in respect of persons employed in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely :—

1. (1) These rules may be called the General Provident Fund (Central Services) Fourth Amendment Rules, 1973 ;

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the General Provident Fund (Central Services) Rules, 1960, in the Fifth Schedule, in paragraph 2, after the entry "Senior Deputy Accountant General (Admn.)/Deputy Accountant General (Admn.), Commerce, Works and Miscellaneous, New Delhi", the following entry shall be inserted, namely :—

"Additional Accountant General, Gujarat, Rajkot"

[No. 13(8)-E.V.(B)/72]

S. S. L. MALHOTRA, Under Secy.

केन्द्रीय उत्पादशुल्क समाहर्तालय

केन्द्रीय उत्पाद शुल्क

पूना, 22 सितम्बर, 1970

का० आ० 1255:—केन्द्रीय उत्पादशुल्क नियम, 1944 (अध्याय VII-क) के नियम 185(2) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुये मैं एतद्द्वारा निम्नलिखित अनुसूची के कालम (I) में उल्लिखित केन्द्रीय उत्पादशुल्क अधिकारियों के लिये, स्त्रोत पर निर्यात सामग्री के परीक्षण और मुहरबन्दी के काम के लिये कालम (2) से (7) में दिखलाई गई दरों पर समयोपरि भत्ता विहित करता हूं।

अनुसूची

अधिकारी का पद नाम	कार्यदिवस के एक घंटे या उस के हिस्से के लिये फीस			किसी भी रविवार या छुट्टी के अन्य दिन एक घंटे या उसके हिस्से के लिये फीस		
	6.00 पूर्वाह्न से 8.00 अपराह्न तक	8.00 अपराह्न से 6.00 पूर्वाह्न तक		6.00 पूर्वाह्न से 8.00 अपराह्न तक	8.00 अपराह्न से 6.00 पूर्वाह्न तक	
	यदि इस अवधि में किया गया कार्य छः घंटों से कम समय का है	यदि इस अवधि में किया गया कार्य छः घंटे या उससे अधिक समय का है		यदि इस अवधि में किया गया कार्य छः घंटे से कम समय का है	यदि इस अवधि में किया गया कार्य छः घंटे या उससे अधिक समय का है	
1	2	3	4	5	6	7
(1) अधीक्षक केन्द्रीय उत्पाद शुल्क	3.75	4.50	5.00	5.75	6.75	7.75
(2) निरीक्षक केन्द्रीय उत्पाद शुल्क	2.50	3.00	3.25	3.75	4.50	5.00
(3) उपनिरीक्षक केन्द्रीय उत्पाद शुल्क	1.50	1.75	2.00	2.25	2.75	3.00
(4) अवर श्रेणी कर्मचारी	1.00	1.25	1.25	1.50	1.75	2.00

[सं. के. उ. नि. 7/70]

COLLECTORATE OF CENTRAL EXCISE

Poona, the 22nd September, 1970

CENTRAL EXCISES

S. O. 1255. In exercise of the powers conferred on me under Rule 185 (2)of the Central Excise Rules, 1944 (Chapter VII-A), I hereby prescribe the overtime fees for the Central Excise Officers mentioned in column (1) of the Schedule below at the rates shown in the columns (2) to (7) for attending to examination and sealing of export goods at source.

SCHEDULE

Designation of the Officer	Fees per hour or part those of on any working day			Fee per hour or part thereof on any Sunday or other holiday		
	From 6 AM to 8 PM	From 8 P.M. to 6 AM		From 6 AM to 8 PM	From 8 P.M to 6 PM	
		If the job during this period is for less than 6 hrs.	If the job dur-ing this period is for 6 hrs or more		If the job durlng thls period ls far less than 6 hrs.	If the job durlng thls period ls far 6 hrs or more
1	2	3	4	5	6	7
1. Supdts. of C. Ex.	3.75	4.50	5.00	5.75	6.75	7.75
2. Insprs. of C.Ex.	2.50	3.00	3.25	3.75	4.50	5.00
3. Sub-Insprs. of C. Ex.	1.50	1.75	2.00	2.25	2.75	3.00
4. Class IV staff	1.00	1.25	1.25	1.50	1.75	2.00

[No. CER 7/70]

पूना, 12 अक्टूबर, 1970

का. आ. 1256.—केन्द्रीय उत्पादनशुल्क नियम, 1944 के नियम 173-ग (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए मैं, एतद्द्वारा पूना केन्द्रीय उत्पादशुल्क समाहर्तालय की 12 सितम्बर, 1968 की अधिसूचना सं. के. उ. नि. 7/68 में निम्नलिखित संशोधन करता हूं :—

उक्त अधिसूचना में "चार प्रतियों में फाइल की जानेवाली मूल्यसूची" के स्थान पर "तीन प्रतियों में फाइल की जानेवाली मूल्यसूची" प्रतिस्थापित कर दिया जाय ।

[सं. के उ. नि. 8/70 (का. सं. वी. जी. एन. (30) 34/तक-क/70)]

Poona, the 12th October, 1970

S.O. 1256.—In exercise of the powers conferred on me under Rule 173-C(1) of the Central Excise Rules, 1944, I hereby make the following amendment in the Poona Central Excise Collectorate Notification No. CER/7/68 dated the 12th September, 1968, namely :—

In the said Notification, for the words "Price List, which shall be filed in quadruplicate" the words "Price list, which shall be filed in triplicate" shall be substituted.

[No. CER/8/70]

[F. No. VGN(30) 34/Tech. A/70)]

पूना, 26 अक्तूबर, 1970

का० आ० 1257.—केन्द्रीय उत्पादशुल्क नियम 1944 के नियम 5 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुये मैं संलग्न सारणी के कालम 3 में निर्दिष्ट अधिकारी को कालम 2 में दिखलाये गये केन्द्रीय उत्पादशुल्क नियमों के अधीन, पूना केन्द्रीय उत्पादशुल्क समाहर्तालय के क्षेत्राधिकार में, समाहर्ता की शक्तियों का प्रयोग करने का अधिकार देता हूं। किन्तु वह ऐसा उक्त सारणी के कालम 4 में निर्दिष्ट सीमाओं के अन्दर ही करेंगे।

क्रम संख्या	केन्द्रीय उत्पाद-शुल्क नियम	अधिकारी का वर्ग	सीमायें यदि कोई हों
1	2	3	4
1	191-क	उपसमाहर्ता केन्द्रीय उत्पादशुल्क, पूना	मन्युफाक्चरिंग फार्मूला को स्वीकृति प्रदान करने की शक्ति
2	191-ख	—वही—	—वही—

[सं० बी०जी०एन० (30) 80/टी०ए०/70]
[सं० के० उ० नि० 9/1970(फा०)]
दे० नं० लाल, समाहर्ता

Poona, the 26th October, 1970

S.O. 1257.—In exercise of the powers conferred on me under rule 5 of the Central Excise Rules, 1944, I empower the officer specified in column 3 of the subjoined Table to exercise within the jurisdiction of the Poona Central Excise Collectorate the powers of the Collector under the Central Excise Rules enumerated in Col. 2 there of subject to the limitation set out in col. 4 of the said Table.

Sl. No.	Central Excise Rule	Rank of Officer	Limitations, if any
1	2	3	4
1.	191-A.	Deputy Collector of Central Excise, Poona.	Power for approval of manufacturing formula.
2.	191-B.	Do.	Do.

D.N. LAL, Collector,
No. CER/9/1970
[F. No. VGN(30)80/TA/70]

वाणिज्य मंत्रालय

नई दिल्ली, 5 मई, 1973

का. आ. 1258.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उड़ीसा सरकार विश्लेषण प्रयोगशाला, जयपुर रोड (जिला कटक) तथा जोड़ा (जिला कियोनझर) को, भारत सरकार के भूतपूर्व वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 3152, तारीख 30 सितम्बर, 1965 से उपाबद्ध अनुसूची 2 में विनिर्दिष्ट खनिज और अयस्क ग्रुप 1 के निरीक्षण के लिए अभिकरण के रूप में एक वर्ष की अवधि के लिए एतद्द्वारा मान्यता देती है और यह निदेश देती है कि उक्त अधिसूचना में निम्नलिखित और संशोधन किया जाएगा, अर्थात् :—

उक्त अधिसूचना की अनुसूची 1 में क्रम संख्या 15 और उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित क्रम संख्या अंतःस्थापित की जाएगी, अर्थात् :—

"16 उड़ीसा सरकार विश्लेषण प्रयोगशाला, जयपुर रोड (जिला कटक) तथा जोड़ा (जिला कियोनझर)" ।

[सं. 5(5)/72-नि. नि. तथा नि. सं.]

MINISTRY OF COMMERCE

New Delhi, the 5th May, 1973

S.O. 1258.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year the Government of Orissa Analytical Laboratories at Jaipur Road (District Cuttack) and Joda (District Keonjhar), as the agency for the inspection of the Minerals and Ores—Group I, specified in schedule II annexed to the notification of the Government of India in the late Ministry of Commerce, No. S.O. 3152, dated the 30th September, 1965, and directs that the following further amendment shall be made in the said notification, namely :—

In the said notification, in Schedule I, after Serial No. 15 and the entry relating thereto, the following Serial No. shall be inserted, namely :—

"16. The Government of Orissa Analytical Laboratories at Jaipur Road (District Cuttack) and Joda (District Keonjhar)."

[No. 5(5)/72-EI & EP]

का. आ. 1259.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार विश्लेषण प्रयोगशाला, जयपुर रोड (जिला कटक) तथा जोड़ा (जिला कियोनझर) भारत सरकार के भूतपूर्व वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 3150 तारीख 30 सितम्बर, 1965 से उपाबद्ध अनुसूची 2 में विनिर्दिष्ट खनिज और अयस्क ग्रुप 2 के निरीक्षण के लिए अभिकरण के रूप में एक वर्ष की अवधि के लिए एतद्द्वारा मान्यता देती है और यह निदेश देती है कि उक्त अधिसूचना में निम्नलिखित और संशोधन किया जाएगा, अर्थात् :—

उक्त अधिसूचना की अनुसूची 1 में क्रम संख्या 18 और उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित क्रम संख्या अंतःस्थापित की जाएगी, अर्थात् :—

"19 उड़ीसा सरकार विश्लेषण प्रयोगशाला, जयपुर रोड (जिला कटक) तथा जोड़ा (जिला कियोनझर) "।

[सं. 5(5)/72-नि. नि. तथा नि. सं.]

S.O. 1259.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year the Government of Orissa Analytical Laboratories at Jaipur Road (District Cuttack) and Joda (District Keonjhar), as the agency for the inspection of the Minerals and Ores—Group II, specified in Schedule II annexed to the notification of the Government of India in the late Ministry of Commerce No. S.O. 3150, dated the 30th September, 1965, and directs that the following further amendment shall be made in the said notification, namely :—

In the said notification, in Schedule 1, after Serial No. 18 and the entry relating thereto, the following Serial No. shall be inserted, namely :—

"19. The Government of Orissa Analytical Laboratories at Jaipur Road (District Cuttack) and Joda (District Keonjhar).".

[No. 5(5)/72-EI & EP]

आदेश

नई दिल्ली, 5 मई, 1973

का० आ० 1260.—यतः भारत के निर्यात व्यापार के विकास के लिए विदेश व्यापार मंत्रालय की सुझाए हुए शार्क-पंख सबंधी अधिसूचना संख्या का०आ० 5054, तारीख 29 दिसम्बर, 1969 में संशोधन करने के लिए कतिपय प्रस्ताव, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) द्वारा यथा अपेक्षित भारत सरकार के विदेश व्यापार मंत्रालय की अधिसूचना सं० का०आ० 1385, तारीख 3 जून, 1972 के अधीन भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (II) तारीख 3 जून, 1972 में प्रकाशित किए गए थे;

और यतः उनसे संभाव्यतः प्रभावित होने वाले सभी व्यक्तियों से 2 जुलाई 1972 तक आक्षेप तथा सुझाव मांगे गये थे;

और यतः उक्त राजपत्र की प्रतियां जनता को 3 जून, को उपलब्ध करा दी गई थीं;

और यतः उक्त प्रारूप पर जनता से प्राप्त आक्षेपों तथा सुझावों पर केन्द्रीय सरकार ने विचार कर लिया है।

अतः अब, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक और समीचीन है, भारत सरकार के विदेश व्यापार मंत्रालय की अधिसूचना सं०का०आ० 5054, तारीख 29 दिसम्बर, 1969 में निम्नलिखित संशोधन एतद्द्वारा करती है, अर्थात् :—

उक्त अधिसूचना के उपाबंध में "क-सुझाए हुए शार्क-पंखों के लिए विनिर्देश" शीर्षक तथा इसके अन्तर्गत की प्रविष्टियों के स्थान पर निम्नलिखित शीर्षक तथा प्रविष्टियां रखी जाएंगी, अर्थात् :—

उपाबंध

"क—सुझाए हुए शार्क-पंख के लिए विनिर्देश"

प्रकार	सें० मी० की लम्बाई पर आधारित माप-श्रेणियां		रंग	गंध	साधारण लक्षण
	*पृष्ठीय, उदरीय और वक्षीय पंख	**पुंछ पंख			
1	2		3	4	5
(I) सफेद श्रेणी	श्रेणी				
(II) काला	क-20 सें० मी० से कम	क-30 सें०मी० से कम	जाति का विशिष्ट सफेद, काला या चकत्तेदार रंग	सूखे मांस की विशिष्ट गंध, किन्तु किसी दुर्गन्ध से मुक्त	सुझाए हुए शार्क-पंख ताजा शार्क से तैयार किए जाएंगे। सामग्री ठीक से सुखाई गई होगी तथा फफूंदी, कीट तथा कुटकी-बाधा से मुक्त होगी। यह किसी दृश्य संदूषण से भी मुक्त होगी इस सामग्री के तैयार करने में भोज्य शार्कों के पृष्ठीय, उदरीय, वक्षीय और पुछ (पूछ) पंख प्रयुक्त किए जायेंगे। कटे सिरों पर अधिक दृश्य चरबी नहीं होगी जब तक नियतिकर्ता और विदेशी क्रेता के बीच अन्यथा तय न हो तब तक पुच्छ (पूंछ) पंख बिना रीढ़ की हड्डी के होंगे।
	ख-20 सें०मी० और 30 सें०मी० से कम	ख-30 सें०मी० और 40 सें० मी० से कम			
	ग-30 सें०मी० और उससे ऊपर	घ-40 से० मी० और उससे ऊपर			

टिप्पण *निकटतम उच्चतर और निम्नतर माप-श्रेणी या दोनों के तोल से 5%—की गुंजाइश अनुज्ञात होगी।

**निकटतम उच्चतर और निम्नतर माप-श्रेणी या दोनों से 10%—की गुंजाइश अनुज्ञात होगी।

परिभाषाएं :— (I) "पंखों की लम्बाई" से सिरे के उपरि या अग्रकोण तक माप किए गए पंखों की लम्बाई अभिप्रेत होगी।

(II) निरीक्षण के प्रयोजन के लिए "सफेद" के अन्तर्गत पीताभ सफेद का और "काले के अन्तर्गत धूसर काला चकतेदार किस्मों के सहित होंगे। वक्षीय पंखों की दशा में पंखों के बाह्य या उपरि ओर के रंग का ध्यान रखा जाएगा।"

[सं० 6(18)/71-नि०नि० तथा नि०सं]

ORDER

New Delhi, the 5th May, 1973

S.O.1260—Whereas for the development of the export trade of India, certain proposals for amending the notification of the Government of India in the Ministry of Foreign Trade No. S.O. 5054 dated the 29th December 1969 regarding *dried shark fins*, were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964, in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 3rd June 1972, under the notification of the Government of India in the Ministry of Foreign Trade S.O. 1385 dated the 3rd June 1972.

And whereas objections and suggestions were invited till the 2nd July, 1972 from all persons likely to be affected thereby;

And whereas the copies of the said Gazette was made available to the public on the 3rd June 1972.

And whereas the objections and suggestions received from the public on the said draft have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) the Central Government being of the opinion that it is necessary and expedient so to do for the development of export trade of India, hereby makes the following amendment in the notification of the Government of India in the Ministry of Foreign Trade No. S.O. 5054 dated the 29th December 1969, namely :

In the Annexure to the said notification, for the heading "A. Specification for Dried Shark Fins" and the entries thereunder, the following heading and entries shall be substituted, namely :—

ANNEXURE

"A. Specifications for Dried Shark Fins

Types	Size grades based on length in Cms		Colour	Odour	General characteristics
	*Dorsal, Ventral and pectoral fins	Caudal Fins**			
1	2	3	4	5	6
(i) White (ii) Black	Grade A : Below 20 cm B : 20 cm and below 30 cm C : 30 cm and above	Grade A : Below 30 cm B : 30 cm and below 40 cm C : 40 cm and above	Characteristic White Black or spotted colour of the species	Characteristic Odour of dried meat, but shall be free from any off odour	Dried shark fins shall be prepared from fresh shark. The material shall be **properly dried** and free from fungal, insect and mite infestation. It shall also be free from any visible contamination. In the preparation of this material, the dorsal, ventral, pectoral and caudal (tail) fins of edible sharks shall be used. There shall be no excess visible flesh on the cut-ends. The caudal (tail) fins shall be without back bone unless otherwise agreed to between the exporter and the foreign buyer.

Note. *A tolerance of 5% by weight of the next higher or lower size grade or both shall be permitted.

**A tolerance of 10% by weight of the next higher or lower grade of both shall be permitted.

Definitions : (i) "Length of fins" shall mean length of fins measured from tip to upper or anterior corner.

(ii) For the purpose of inspection, "white" shall include yellowish white, and "black" shall include greyish black including the spotted varieties. In the case of pectoral fins, colour of the outer or upper side of the fins shall be taken into consideration."

[No. 6(18)/71-LI&EP]

आदेश

का० आ० 1261—यतः भारत के निर्यात व्यापार के विकास के लिये भारत सरकार के विदेश व्यापार मन्त्रालय की सूखी मछली सम्बन्धी अधिसूचना सं० का० आ० 2137, ता० 5 जून, 1970 के संशोधन करने के लिये कतिपय प्रस्ताव निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप नियम (2) द्वारा यथा अपेक्षित भारत सरकार के विदेश व्यापार मन्त्रालय की अधिसूचना सं० का० आ० 2532, तारीख 9 सितम्बर, 1972 के अन्तर्गत भारत के राजपत्र, भाग 2 खण्ड 3, उपखण्ड (ii), तारीख 9 सितम्बर, 1972 में प्रकाशित किये गये थे ।

और यतः उनसे सम्भाव्यता प्रभावित होने वाले व्यक्तियों से 9 अक्तूबर, 1972 तक आक्षेप तथा सुझाव मांगे गये थे।

और यतः उक्त राजपत्र की प्रतियां जनता को 9 सितम्बर, 1972 को उपलब्ध करा दी गई थीं ;

और यतः उक्त प्रारूप पर जनता से प्राप्त आक्षेपों तथा सुझावों पर केन्द्रीय सरकार ने विचार कर लिया है ;

अतः अब, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार, निर्यात निरीक्षण परिषद से परामर्श करने के पश्चात् यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिये ऐसा करना आवश्यक और समीचीन है, भारत सरकार के विदेश व्यापार मन्त्रालय की अधिसूचना सं० का० आ० 2137, तारीख 5 जून, 1970 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अनुसूची में,—

(1) उपाबन्ध 1 में, "**सूखी मछली की किस्में**" शीर्षक के अन्तर्गत, क्रम संख्या 36 तथा तत्सम्बन्धी प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्याये तथा प्रविष्टियां जोड़ी जायेंगी, अर्थात् :—

"37. सूखी बम्बई डक
(हार्पोडोन नेहेरस)

38 आपट्रीकृत (लेमिनेटेड) बम्बई डक
(हार्पोडोन नेहेरस)"

(2) उपाबन्ध II में, "**सूखी मछली के लिये विनिर्देश**" शीर्षक के अन्तर्गत, क्रम सं० 36 तथा उससे सम्बन्धित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्याये तथा प्रविष्टियां जोड़ी जायेंगी, अर्थात् :—

क्रम सं०	किस्म	वैज्ञानिक नाम (जाति)	संक्षेप में संशोधन की पद्धति	क्वालिटी के मानक					अन्य टिप्पणियां
				आकार	रूप	गंध	सूखापन	बाह्य पदार्थ	
1	2	3	4	5	6	7	8	9	10
37.	सूखी बम्बई डक	हार्पोडन नेहेरस	धूप में सुखाई या कृत्रिम शुष्कक के अन्दर स्वास्थ्यकर दशाओं में सुखाई गई	—	विशिष्ट रंग किसी प्रकार के गुलाबी विवरण से मुक्त	किसी दुर्गन्ध से मुक्त विशिष्ट गंध	भार के आधार पर 20% नमी अधिकतम	—	एसिड में अघुलनशील राख (आर्द्र रहितता के आधार पर अधिकतम 1%

1	2	3	4	5	6	7	8	9	10
38	आपट्रीकृत (लेमि-हापोडन नेहेरस नेटेड) बम्बई डक		सिर पक्ष तथा पूछ निकाल कर सूखी मछली को उपयुक्तल दबा कर तैयार की गई, एक समान आकार के टुकड़े बनाने के लिए अगल-बगल से छांटी हुई।	बड़ी 15 से० मी० तथा अधिक छोटी 15 सं० मी० से कम।	विशिष्ट रंग किसी प्रकार के गुलाबी विवरण से मुक्त	किसी दुर्गन्ध से मुक्त विशिष्ट गंध	भार के आधार पर 15% नमी अधिकतम	—	एसिड में अघुलनशील राख (आर्द्रता रहितता के आधार पर अधिकतम 1%)

[सं० 6(19)/71 नि० नि० तथा नि० स०]
एम० के० बी० भटनागर, अवर सचिव

ORDER

S.O. 1261.—Whereas, for the development of the export trade of India, certain proposals for amending the notification of the Government of India in the Ministry of Foreign Trade, No. S.O.2137, dated the 5th June, 1970, regarding dried fish were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964, in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 9th September, 1972 under the notification of the Government of India in the Ministry of Foreign Trade, No. S.O. 2532, dated the 9th September 1972;

And whereas objections and suggestions were invited till the 9th October, 1972 from the persons likely to be effected thereby;

And whereas the copies of the said Gazette were made available to the public on the 9th September, 1972;

And whereas objections and suggestions received from the public on the said draft have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government, after consulting the Export Inspection Council, being of the opinion that it is necessary and expendient so to do for the development of the export trade of India, hereby makes the following amendments to the notification of the Government so India in the Ministry of Foreign Trade, No. S.O. 2137, dated the 5th June, 1970, namely:—

In the said notification,—

(1) in Annexure I, under the heading **"Varieties of dried fish"**, after Serial No. 36 and the entries relating thereto, the following Serial Nos. and entries shall be added, namely:—

"37. Dired Bombay Duck
(Harpodon nehereus)

38. Laminated Bombay Duck
(Harpodon nehereus).";

(2) in Annexure II, under the heading **"Specifications for dried fish"**, after Serial No. 36 and the entries relating thereto, the following Serial Nos. and entries shall be added, namely:—

				Standards of quality					
Serial No.	Variety	Scientific name (Species)	Method of cure in brief	Size	Appearance	Smell	Dryage	Foreign matter	Other Remarks
1	2	3	4	5	6	7	8	9	10
"37.	Dried Bombay Duck	**Harpodon nehereus**	Sundried or dried in artificial drier under hygienic conditions	—	Characteristic colour free from any pink discolouration	Characteristic flavour free from any rancid odour	Moisture 20% by weight, maximum	—	Acid insoluble ash (on moisture free basis, maximum 1%).
38.	Laminated Bombay Duck	-do-	Prepared by suitable pressing of dried fish, after removing head, fins and entails, sides trimmed to get pieces of uniform size.	Large 15 cm, and above, Small-Less than 15 cm.	-do-	-do-	Moisture 15% by weight, maximum.	—	Acid insoluble ash (on moisture free basis 1% maximum)"

[No. 6(19)/71-EI & EP]
M. K. B. BHATNAGAR, Under Secy.

(उप-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

(लोहा तथा इस्पात)

आदेश

फरीदाबाद, , 1973

का. आ. 1262.—सर्वश्री वाटीकन्स मेयर एण्ड क. नेहरू गार्डन रोड, जलंधर को रूपया सीलिंग के अधीन 145 मी. ट. हाई कार्बन स्टील शीट्स मद के आयात के लिये 18 महीनों की वैधता के साथ लाइसेंस अवधि अप्रैल—मार्च 72 के लिए 1,76,787 रू. मूल्य का एक आयात लाइसेंस सं. पी./डी/8560988/दी/ओ आर/41/डी-33-34 दिनांक 6-12-71 प्रदान किया गया था। पार्टी ने लाइसेंस (मुद्रा विनिमय नियंत्रण प्रति और सीमाशुल्क निकासी प्रति दोनों) की अनुलिपियों के लिए इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस अस्थानस्थ हो गया है। पार्टी ने यह भी उल्लेख किया है कि मूल आयात लाइसेंस किसी भी सीमाशुल्क प्राधिकारी से पंजीकृत नहीं कराया गया था और उसका बिल्कुल उपयोग नहीं किया गया था। इस तर्क के समर्थन में आवेदक ने एक शपथ पत्र दाखिल किया है।

मैं संतुष्ट हूं कि मूल आयात लाइसेंस सं. पी/डी/8560988 दिनांक 6-12-71 अस्थानस्थ हो गया है और निदेश देता हूं कि (क्योंकि इस मद का आयात अब एच. एस. एल के माध्यम से सरणीबद्ध किया गया है) मूल लाइसेंस को रद्द करते हुए आवेदक को पूर्ण मूल्य 1,76,787 रू. के लिये एक रिहाई आदेश जारी किया जाए।

[सं.पी./डब्ल्यू. 1/ए. एम-72/ए. यू./एल.एम.ई/एल.सी-1/डी.सी.एफ.]
के. एन. कपूर, उप-मुख्य नियंत्रक

MINISTRY OF FOREIGN TRADE

(Office of the Dy. Chief Controller of Imports & Exports)
(Iron and Steel)

CANCELLATION ORDER

Faridabad, the ,1973.

S.O. 1262.—M/s. Watkins Mayor & Co., Nehru Gardens Road, Jullundur City were granted an Import Licence No. P|D|8560988|T|OR|41|D|33-34 dated 6-12-71 for import of 145 M/T of the item High Carbon Steel Sheets for Rs. 176,787 under Rupee ceiling for the licensing period April—March, 72 with the validity of 18 months. The party have applied for duplicate copy of the licence (both ECP & CCP Copies) on the ground that the original Import licence has been misplaced. The party have further stated that the original Import licence was not registered with any customs authority and was not utilised at all. In support of this contention, the applicant has filed an affidavit.

I am satisfied that the original Import licence No. P/D/8560988 dated 6-12-71 has been misplaced, and direct that (as the import of the item has now been canalised through HSL) a Release Order be issued to the applicant for the full value of Rs. 1,76,787 in cancellation of the original Import licence.

[No. P|W-1|AM-72|EX|AU|LME-LC-I|DCCF]
K. N. KAPOOR, Dy Chief Controller.

परमाणु ऊर्जा विभाग

बम्बई, 10 अप्रैल, 1973

का० आ० 1263—लोक परिसर (अप्रधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार, एतद्द्वारा, नीचे दी गई सारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी है, उक्त अधिनियम के प्रयोजनों के लिये सम्पदा अधिकारी नियुक्त करती है, और उक्त अधिकारी उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट लोक परिसरों के सम्बन्ध में अपनी अधिकारिता की स्थानीय सीमा के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेगा और अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का पदाभिधान	लोक परिसरों के प्रवर्ग और अधिकारिता की स्थानीय सीमायें
मुख्य प्रशासनिक और लेखा अधिकारी, तारापुर परमाणु शक्ति स्टेशन, डाक-घर तारापुर जिला थाना, (महाराष्ट्र)	महाराष्ट्र राज्य में जिला थाना के पालघर और दाहानु तालुकों में तारापुर परमाणु शक्ति स्टेशन के या उसके प्रबन्ध अधीन परिसर (कार्यालय और निवास सम्बन्धी)

[फा० सं० 13/2/73-(एच०)]
तरलोक सिंह, अवर सचिव

DEPARTMENT OF ATOMIC ENERGY

Bombay, the 10th April, 1973

S.O. 1263.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below being an officer equivalent to the rank of a gazetted officer of government to be the estate officer for the purposes of the said Act, and the said officer shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of public premises and local limits of jurisdiction.
Chief Administrative and Accounts Officer, Tarapur Atomic Power Station P.O. Tarapur, Dist. Thana (Maharashtra)	Premises (office and residential belonging to or under the management of the Tarapur Atomic Power Station in Palghar and Dahan Taluks, Dist., Thana, Maharashtra State

[(File No.13/2/73-(H)]
TARLOK SINGH, Under Secy

पैट्रोलियम और रसायन मंत्रालय

(पैट्रोलियम विभाग)

नई दिल्ली, 23 अप्रैल, 1973

का. आ. 1264.—यतः पैट्रोलियम पाइपलाइन (भूमि के आधोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का. आ. सं 3963 दिनांक 31-10-72 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है :

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल एवं प्राकृतिक गैस आयोग में, सभी बंधकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

कुआं संख्या 145 से जी० जी० एस० VII (कुआं संख्या के-144 के मार्ग से) तक पाइप लाइन

राज्य—गुजरात जिला एवं तालुका—गांधीनगर

गांव	सर्वे सं०	हैक्टर	ए० आर०	पी०ए० ई०	आर०ई०
तारापुर	238	0	7	76	
	237	0	10	80	
	236	0	12	17	
	234	0	15	50	
	235	0	3	66	
	सर्वेक्षण सं०				
उवरसद	857/पी+858/1	0	15	01	
	वी पी कार्ट ट्रैक	0	1	77	
	938/3	0	1	00	
	935/3	0	8	30	
	डी एल बी रोड	0	2	93	
	934/3	0	7	32	
	934/4	0	00	50	
	934/1	0	5	77	

[सं 11/2/72-लेबर एण्ड लेजिस]

MINISTRY OF PETROLEUM AND CHEMICALS

(Department of Petroleum)

New Delhi, the 23rd April, 1973

S.O. 1264.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3963 dated 31-10-1972 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline from Well No. 145 to G.G.S. VII (Well No. K.-144)

State : Gujarat Dist. & Taluka : Gandhi Nagar

Village	Block No.	Hectare	Are	P.Are
TARAPUR	238	0	7	76
	237	0	10	80
	236	0	12	17
	234	0	15	50
	235	0	3	66
	Survey No.			
UVARSAD	857/P+858/1	0	15	01
	V.P. Cart track	0	1	77
	938/3	0	1	00
	935/3	0	8	30
	D.L.B.Road	0	2	93
	934/3	0	7	32
	934/4	0	00	50
	934/1	0	5	77

[No. 11/2/72-L&L]

क. आ. 1265—यतः पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का. आ. सं. 3962 दिनांक 31-10-72 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ,

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल एवं प्राकृतिक गैस आयोग में, सभी बंधकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

कुआं संख्या के-144 से जी जी एस VII तक पाइपलाइन

राज्य—गुजरात जिला तथा तालुका—गांधीनगर

गांव	सर्वेक्षण सं०	हैक्टर	ए० आर०	पी०ए० ई०	आर०ई०
उवरसद	926	0	4	91	
	933	0	12	59	
	927	0	26	36	

1	2	3	4	5
	928	0	13	37
	917/5/6	0	10	95
	कार्ट ट्रैक	0	1	44
	963/1/1	0	11	35
	963	0	2	76
	966/2	0	3	81
	कार्ट ट्रैक	0	00	77
	964/2	0	00	50
	965	0	26	23
	980/1	0	1	67
	981/2 बी	0	13	46
	981/1	0	2	40
	994	0	5	69
	985/3/2/2	0	7	27
	983/3/2/1	0	5	13
	993/4/2	0	13	48
	990	0	13	41
	991	0	13	86
	वी पी कार्ट ट्रैक	0	1	21
	1087	0	6	29
	1086	0	00	50
	1085/1	0	6	08
	1084/1	0	3	20
	1084/2	0	9	41
	1081/3	0	8	08
	1082	0	18	68
	1076	0	1	90
	बी पी रोड	0	1	00
	1100	0	1	08
	1105	0	5	70
	1104	0	2	40
	1107	0	3	72

[सं. 11/2/72-लेबर एण्ड लेजिस]

S O. 1265.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3962 dated 31-10-1972 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

11 G of I/73—6.

SCHEDULE

Pipeline From Well No. K-144 To G.G.S. VII
State : Gujarat Distt. & Tal. : Gandhinagar

Village	Survey No.	Hectare	Are	P.Are
UVARSAD	926	0	4	91
	933	0	12	59
	927	0	26	36
	928	0	13	37
	917/5/6	0	10	95
	Cart track	0	1	44
	963/1/1	0	11	35
	963	0	2	76
	966/2	0	3	81
	Cart Track	0	00	77
	964/2	0	00	50
	965	0	26	23
	980/1	0	1	67
	981/2/B	0	13	46
	981/1	0	2	40
	994	0	5	69
	985/3/2/2	0	7	27
	985/3/2/1	0	5	13
	993/4/2	0	13	48
	990	0	13	41
	991	0	13	86
	V.P.Cart track	0	1	21
	1087	0	6	29
	1086	0	00	50
	1085/1	0	6	08
	1084/1	0	3	20
	1084/2	0	9	41
	1081/3	0	8	08
	1082	0	18	68
	1076	0	1	90
	I.P. Road	0	1	00
	1100	0	1	08
	1105	0	5	70
	1104	0	2	40
	1107	0	3	72

[No. 11/2/72-L&L]

का. आ. 1266.—यतः पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का. आ. सं. 3964 दिनांक 31-10-72 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल तथा प्राकृतिक गैस आयोग में, सभी बंधकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

डी० एस० के०-148 से जी जी एस VII (कुआं सं० के,144 के मार्ग से) तक पाइपलाइन

राज्य:—गुजरात जिला एवं तालुका:—गांधीनगर

गांव	खंड सं०	हैक्टर	ए० आर० ई०	पी० ए० आर० ई०
तारापुर	195	0	2	29
	194	0	0	50
	193	0	5	07
	196	0	5	53
	197	0	10	91
	198	0	5	19
	207	0	6	67
	वी पी कार्ट ट्रैक	0	0	73
	211	0	11	53
	209	0	6	34
	210	0	9	15
	234	0	10	01
	वी पी कार्ट ट्रेक	0	1	71
	सर्वेक्षण सं०			
उवरसद	940/2	0	1	22
	939/4	0	4	84
	939/2+3	0	8	53
	938/4	0	2	50
	डी एल बी रोड	0	5	06
	938/1	0	8	50
	935/3	0	4	59
	934/1	0	7	81

[सं. 11/2/72—लेबर एण्ड लेजिस]

S.O. 1266.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3964 dated 31-10-1972 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline From D.S.K-148 To G.G.S. VII (VIA Well No. K144)

State : Gujarat Distt. & Tal.: Gandhi Nagar

Village	Block No.	Hectare	Are	P.Are
TARAPUR	195	0	2	29
	194	0	00	00
	193	0	5	07
	196	0	5	53
	197	0	10	91
	198	0	5	19
	207	0	6	67
	V.P. Cart track	0	0	73
	211	0	11	53
	209	0	6	34
	210	0	9	15
	234	0	10	01
	V.P. Cart track	0	1	71
	Survey No.			
UVARSAD	940/2	0	1	22
	939/4	0	4	84
	939/2+3	0	8	53
	938/4	0	2	50
	D.L.B. Road	0	5	06
	938/1	0	8	50
	935/3	0	4	59
	934/1	0	7	81

[No. 11/2/72-I.&L]

नई दिल्ली, 24 अप्रैल, 1973

का. आ. 1267.—यतः पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का आ. सं. 3906, दिनांक 14-11-72 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था,

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है,

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल तथा प्राकृतिक गैस आयोग में, सभी बन्धकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

कुआं सं० 157 से 44 से जी जी एस III तक पाइपलाइन बिछाने के लिये

राज्य : गुजरात जिला : बरोच तालुका : अंकलेश्वर

गांव	सर्वेक्षण सं०	हैक्टर	ए आर ई	पी ए आर ई
अडोल	710/1	0	1	95
	710/2	0	1	95
	712/1	0	3	25
	712/2	0	3	25
	711	0	3	90
	669	0	3	25
	670	0	4	50

[संख्या 11/2/72 लेबर एण्ड लेजिस]

New Delhi, the 24th April, 1973

S.O. 1267.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3906 dated 14-11-1972 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline from Well No. 157 to 44 to G.G.S. III

State : Gujarat **Dist.** : Broach **Tal.** : Ankleshwar

Village	Survey No.	Hectare	Are	P. Are
ADOL	710/1	0	1	95
	710/2	0	1	95
	712/1	0	3	25
	712/2	0	3	25
	711	0	3	90
	669	0	3	25
	670	0	4	50

[No. 11/2/72-L&L]

का. आ. 1268.—यतः पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का. आ. सं 3908, दिनांक 14-11-72 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था,

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है,

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल तथा प्राकृतिक गैस आयोग में, सभी बन्धकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

कुआं सं० 146 से 132 से जी जी एस III तक पाइपलाइन

राज्य : गुजरात जिला : बरोच तालुका : अंकलेश्वर

गांव	सर्वेक्षण सं०	हैक्टर	ए आर ई	पी ए आर ई
अडोल	623	0	2	08
	624	0	12	35

[संख्या 11/2/72 लेबर एण्ड लेजिस]

S.O. 1268.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3908 dated 14-11-1972 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline from Well No. 146 to 132 to G.G.S. III

State : Gujarat **Dist.** : Broach **Tal.** : Ankleshwar

Village	Survey No.	Hectare	Are	P Arc
ADOL	623	0	2	08
	624	0	12	35

[No. 11/2/72-L&L]

का. आ. 1269 —यतः, पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का. आ. सं. 3905 दिनांक 14-11-72 द्वारा केन्द्रीय सरकार के उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था,

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है :

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है,

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है, और उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल तथा प्राकृतिक गैस आयोग में, सभी बन्धकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

कुआं सं० 145 से 109 से जी० जी० एस० IV तक पाइपलाइन बिछाने के लिये

राज्य : गुजरात **जिला** : बरोच **तालुका** : अंकलेश्वर

गांव	सर्वेक्षण सं०	हैक्टर	ए० आर० ई०	पी० ए० आर० ई०
अडोल	305/1	0	2	28
	305/2	0	2	27
	304	0	18	85
	306	0	18	58

[संख्या 11/2/72 लेबर एण्ड लैजिस]

S.O. 1269.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3905 dated 14-11-1972 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline From Well No. 145 To 109 To G.G.S. XIV

State : Gujarat Dist. : Broach Tal. : Ankleshwar

Village	Survey No.	Hectare	Are	P. Are
ADOL . .	305/1	0	2	28
	305/2	0	2	27
	304	0	18	85
	306	0	18	58

[No. 11/2/72-I &L]

का. आ. 1270.—यतः पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का. आ. सं. 3907 दिनांक 14-11-72 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था,

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है :

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है,

अब,अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाए तेल तथा प्राकृतिक गैस आयोग में, सभी बन्धकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

कुआ संख्या 182 से 162 से जी० जी० एस० II तक पाइपलाइन

राज्य : गुजरात **जिला** : बरोच **तालुका** : अंकलेश्वर

गांव	सर्वेक्षण सं०	हैक्टर	ए आर ई	पी ए आर ई
सरथन .	147/1	0	8	45
	147/2	0	8	45
	149	0	10	40

[संख्या 11/2/72 लेबर एण्ड लैजिस]

S.O. 1270.—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3907 dated 14-11-1972 under sub-Section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines,

And whereas the Competent Authority has under sub-Section (1) of Section 6 of the said Act, submitted report to the Government,

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification,

Now therefor in exercise of the Power conferred by sub-Section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines,

And further in exercise of the power conferred by sub-Section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline From Well No. 182 to 162 To GGS II

State : Gujarat **Dist.** : Broach **Tal.** : Ankleshwar

Village	Survey No.	Hectare	Are	P. Are
SARTHAN	147/1	0	8	45
	147/2	0	8	45
	149	0	10	40

[No. 11/2/72-L&L]

का. आ. 1271.—यतः पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और रसायन मंत्रालय की अधिसूचना का. आ. सं. 3750 दिनांक 30-8-72 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था,

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है :

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है,

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल तथा प्राकृतिक गैस आयोग में, सभी बन्धकों के मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

डी० एस० डाबका 4 से फ्लेयर प्वाइंट तक पाइपलाइन

राज्य : गुजरात **जिला** : बरोच **ताल्लुका** : जम्बूसार

गांव	सर्वेक्षण सं०	हैक्टर	ए० आर० ई०	पी० ए० आर० ई०
कन्था	541	0	31	25

[संख्या 11/2/72 लेबर एण्ड लेजिस]

आर. एन. चोपड़ा, अवर सचिव

S.O. 1271.—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S. O. No. 3750 dated 30.8.1972 under sub-Section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to the notification for the purpose of laying pipelines,

And whereas the Competent Authority has under sub-Section (1) of Section 6 of the said Act, submitted report to the Government,

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification,

Now therefore in exercise of the Power conferred by sub-Section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines,

And further in exercise of the power conferred by sub-Section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commision free from all encumbrances.

SCHEDULE

Pipeline From D.S. Dabka 4 to Flare Point

State : Gujarat **Dist.** : Broach **Tal** : Jambusar

Village	Survey No.	Hectare	Are	P. Are
KANWA	541	0	31	25

[No. 11/2/72-L &L]

R. N. CHOPRA, Under Secy.

औद्योगिक विकास, विज्ञान तथा प्रौद्योगिक मंत्रालय

नई दिल्ली, 18 अप्रैल, 1973

भारतीय मानक संस्था

का० आ० 1272—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम 1955 के विनियम 5 के उपविनियम (1) के अनुसार अधिसूचित किया जाता है कि जिन भारतीय मानकों के ब्यौरे नीचे अनुसूची में दिए है, रद्द कर दिए गए है :—

क्रम संख्या	रद्द किए गए भारतीय मानक की संख्या और शीर्षक	भारत के राजपत्र की एस० ओ० सं० और तिथि जिसमें भारतीय मानक के निर्धारण की सूचना छपी	विवरण
1	2	3	4
1.	आई.एस. 610—1955 अनाज के भण्डारण और भण्डारण अवधि में उसके बचाव की रीति संहिता	एस० आर० ओ० 710 दिनांक 16 मार्च 1956 भारत के राजपत्र भाग 2 खण्ड 3 दिनांक 24 मार्च, 1956 में प्रकाशित	आई० एस० 6151 (भाग 2) 1971 भण्डारण प्रबन्ध संहिता भाग 2 खेती के बीज तथा उपज के धरने उठाने और भण्डारण सम्बन्धी सामान्य सावधानी, के प्रकाशन के बाद रद्द कर दिया गया है।
2.	आई एस : 611—1955 अनाज धरने-उठाने की रीति संहिता	एस० आर ओ० 710 दिनांक 16 मार्च, 1956 भारत के राजपत्र भाग 2 खण्ड 3 दिनांक 24 मार्च, 1956 में प्रकाशित	आई० एस० : 6151 (भाग 2) 1971 भण्डारण प्रबन्ध संहिता भाग 2 खेती के बीज तथा उपज के धरने-उठाने और भण्डारण सम्बन्धी सामान्य सावधानी, के प्रकाशन के बाद रद्द कर दिया गया है।
3.	आई एस : 1291—1958 पशुओं के चाटने के नमक (सादे-और खनिज युक्त) की विशिष्ट	एस० ओ० 2110 दिनांक 17 सितम्बर, 1959 भारत के राजपत्र भाग 2 खण्ड 3 उपखण्ड 2 दिनांक 26 सितम्बर, 1959 में प्रकाशित	आई० एस० 920—1972 पशुओं के उपयोग के लिए साधारण नमक और पशुओं के चाटने के नमक की विशिष्ट (यह पुन.) के प्रकाशन के बाद रद्द कर दिया गया।
4.	आई.एस. 1510—1959 पशु आहार के लिए टैपिओका आटे की विशिष्टि	एस० ओ० 2494 दिनांक 5 अक्टूबर, 1960 भारत के राजपत्र भाग 2 खण्ड 3 उपखण्ड (2) दिनांक 15 अक्टूबर' 1960 में प्रकाशित	आई० एस० 1509-1972 पशु आहार के लिए टैपिओका की विशिष्टि (यह पुन.) के प्रकाशन के बाद रद्द कर दिया गया है ।
5.	आई एस : 2555—1963 औपचारिक परीक्षण वाले कीटनाशक की विशिष्टि	एस० ओ० 950 दिनांक 6 मार्च, 1964 भारत के राजपत्र भाग 2 खण्ड 3 उपखण्ड (2) दिनांक 21 मार्च, 1964 में प्रकाशित	आई० एस० : 1824—1971 धरेलू कीटनाशक की विशिष्टि (यह (पुन.) के प्रकाशन के बाद रद्द कर दिया गया है।

[सं० सी० एम० डी०/13 : 7]

ए० बी० राव, निदेशक (सेन्ट्रल मार्क्स)

MINISTRY OF INDUSTRIAL DEVELOPMENT, SCIENCE AND TECHNOLOGY

New Delhi, the 18 April, 1973

INDIAN STANDARDS INSTITUTION

S. O. 1272—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, it is, hereby, notified that the Indian Standards, particulars of which are mentioned in the Schedule given hereafter, have been cancelled :

SCHEDULE

Sl. No. and Title of the Indian Standard No. Cancelled	S.O.No. and Date of Gazette Notification in which Establishment of the Indian Standard was notified	Remarks
(1) (2)	(3)	(4)
1. IS:610—1955 Code of practice for storage of food grain and its protection during storage	S.R.O. 710 dated 16 March, 1956 published in the Gazette of India, Part II, Section-3 dated 24 March, 1956.	Cancelled in view of publication of IS:6151 (Pt. II)-1971 Storage management code Part II General care in handling and storage of agricultural produce and inputs.
2. IS:611-1955 Code of practice for handling of food grain	S R.O. 710 dated 16 March, 1956 published in the Gazette of India, Part II, Section- 3 dated 24 March, 1956.	Cancelled in view of publication of IS:6151 (Pt II)-1971 Storage management code Part II General care in handling and storage of agricultural produce and inputs.
3. IS:1291—1958 Specification for cattle licks (plain & mineralized)	S.O. 2110 dated 17 September, 1959 published in the Gazette of India, Part II, Section-3, Sub-section (ii) dated 26 September, 1959	Cancelled in view of publication of IS:920—1972 Specification for common salt and cattle licks for animal consumption. **(first revision)**
4. IS:1510—1959 Specification for tapioca flour for animal feed	S.O. 2494 dated 5 October 1960 published in the Gazette of India, Part II, Section-3, Sub-section (ii) dated 15 October, 1960	Cancelled in view of publication of IS: 1509-1972 Specification for tapioca as live stock feed. **(first revision)**
5 IS:2555—1963 Specification for official test insecticide	S.O. 950 dated 6 March, 1964 published in the Gazette of India, Part II, Section-3, Sub-section (ii) dated 21 March, 1964	Cancelled in view of publication of IS: 1824—1971 Specification for household insecticidal spray. **(first revision)**

स्वास्थ्य और परिवार नियोजन मंत्रालय

(स्वास्थ्य विभाग)

आदेश

नई दिल्ली, 13 अप्रैल, 1973

का. आ. 1273.—यतः भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय के 23 जुलाई, 1962 की अधिसूचना सं. एस. ओ. 2446 द्वारा केन्द्रीय सरकार ने निदेश दिया है कि भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) के प्रयोजनों के लिए यूनिवर्सिटी आव जार्ज टाउन, वाशिंगटन द्वारा प्रदत्त एम. डी. चिकित्सा अर्हता मान्य चिकित्सा अर्हता होगी,

और यतः डा. इलीन नीडफील्ड को जिसके पास उक्त अर्हता है और जो अपने देश में चिकित्सक के रूप में पंजीकृत है, शिक्षण, अनुसंधान एंव धर्मार्थ कार्य प्रयोजनों के लिए फिलहाल होली फैमिली हास्पिटल, मन्दर जिला रांची के साथ सम्बद्ध है ।

अतः अब, उक्त अधिनियम की धारा 14 की उपधारा (1) के परन्तुक के भाग (ग) का पालन करते हुए केन्द्रीय सरकार एतद्द्वारा :—

(1) 31 दिसम्बर, 1973 को समाप्त होने वाले आगामी अवधि, अथवा

(2) उस अवधि को जब तक डा. ईलीन नीडफील्ड, होली फैमिली हास्पिटल मन्दर, जिला रांची के साथ सम्बद्ध रहते है, जो भी कम हो वह अवधि विनिर्दिष्ट करती है, जिसमें पूर्वोक्त डा. मेडिकल प्रेक्टिस कर सकेंगे ।

[प. सं. वी. 11016/17/72-एम.पी.टी.]

MINISTRY OF HEALTH AND FAMILY PLANNING

(Department of Health)

ORDER

New Delhi, the 13th April, 1973

S.O. 1273.—Whereas by the notification of the Government of India in the late Ministry of Health No. S.O. 2446 dated the 23rd July, 1962, the Central Government has directed that the medical qualification, "M.D." granted by the University of Georgetown, Washingdon, shall be a recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Eileen Niedfield who possesses the said qualification and is registered medical practitioner in her own country is for the time being attached to the Holy Family Hospital, Mandar, Ranchi District for the purposes of teaching, research and charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

(i) a further period ending with the 31st December, 1973, or

(ii) the period during which Dr. Eileen Niedfield is attached to the said Holy Family Hospital, Mandar, Ranchi District whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. V. 11016/17/72-MPT]

नई दिल्ली, 16 अप्रैल, 1973

का. आ. 1274.—यतः भारतीय चिकित्सा परिषद् (स्नातकोत्तर चिकित्सा शिक्षा समिति) नियमावली, 1961 के नियम 4 के उप नियम (2) के साथ पठित भारतीय चिकित्सा परिषद् अधिनियम (1956 का 102) की धारा 20 की उपधारा (3) जिसे इसके आगे उक्त नियम कहा जाएगा के उपबन्धों का अनुसरण करते हुए केन्द्रीय सरकार ने कर्नल एम. ताजुद्दीन, एम. बी. बी. एस. एम. डी., डी. टी. एम. एण्ड एच. प्रॉफेसर ऑफ मेडीसिन एण्ड प्रिंसिपल मेडिकल कालेज, अलीगढ़ को डा. एस. एन. सेन जिनका निधन हो गया है, के स्थान पर स्नातकोत्तर चिकित्सा शिक्षा समिति का सदस्य मनोनीत किया है ।

अतः अब उक्त अधिनियम की धारा 20 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारत सरकार के भूतपूर्व स्वास्थ्य एवं परिवार नियोजन, निर्माण एवं आवास तथा तार विकास मंत्रालय (स्वास्थ्य विभाग) की 13 अप्रैल, 1970 की अधिसूचना संख्या एस. ओ. 1475 में एतद्द्वारा निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में "केन्द्रीय सरकार द्वारा मनोनीत" शीर्षक के अधीन क्रम संख्या 6 के सामने उल्लिखित प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित कर ली जाय :—

"कर्नल एम. ताजुद्दीन, प्रोफेसर ऑफ मेडिसिन एण्ड प्रिंसिपल, मेडिकल कालेज, अलीगढ़,"

[संख्या वी. 11019/1/73 एम.पी. टी.]

New Delhi, the 16th April, 1973

S.O. 1274.—Whereas the Central Government has, in pursuance of the provisions of sub-Section (3) of Section 20 of the Indian Medical Council Act, 1956 (102 of 1956), (hereinafter referred to as the said Act) read with sub-rule (2) of rule 4 of the Indian Medical Council (Post-graduate Medical Education Committee) Rules, 1961, nominated Col. M. Tajuddin, MBBS, MD, DTM & H, Professor of Medicine and Principal, Medical College, Aligarh, to be a member of the Post-graduate Medical Education Committee *vice* Dr. S. N. Sen expired,

Now, therefore, in exercise of the powers conferred by sub-Section (1) of Section 20 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Health and Family Planning and Works, Housing and Urban Development (Department of Health) No. S. O. 1475, dated the 13th April, 1970, namely:—

In the said notification, under the heading "Nominated by the Central Government", for the entry against serial No. 6, the following entry shall be substituted, namely:—

"Col. M. Tajuddin, MBBS, MD, DTM & H, Professor of Medicine and Principal, Medical College, Aligarh"

[No. V.11019/1/73-MPT]

आदेश

नई दिल्ली, 18 अप्रैल, 1973

का. आ. 1275.—यत. भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय के दिनांक 22 अप्रैल, 1960 की अधिसूचना संख्या 17-2/60 चि. द्वारा केन्द्रीय सरकार ने निर्देश दिया है कि भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) के प्रयोजनों के लिए पैनसिलवेनिया, संयुक्त राज्य अमरीका द्वारा प्रदत्त "एम. डी. नामक चिकित्सा अर्हता मान्य चिकित्सा अर्हता होगी, और यतः

डा. (कुमारी) हेलन सी. लालिंस्की जिसके पास उक्त अर्हता है धर्मार्थ कार्य के प्रयोजनों के लिए फिलहाल होली फैमिली अस्पताल, मन्दर जिला रांची के साथ संबंद्ध है ।

अतः अब उक्त अधिनियम की धारा 14 की उपधारा (1) के परन्तुक के भाग (ग) का पालन करते हुए केन्द्रीय सरकार एतद्द्वारा:—

(1) 31 दिसम्बर, 1973 को समाप्त होने वाली अवधि से आगे,

अथवा

(2) उस अवधि को जब तक डा. (कुमारी) हेलन सी. लालिंस्की जो उक्त होली फैमिली अस्पताल, मन्दर जिला रांची के साथ संबंद्ध रहते हैं जो भी कम हो वह अवधि विनिर्दिष्ट करती है, जिसमें पूर्वोक्त डा. मेडिकल प्रेक्टिस कर सकेंगे ।

[संख्या वी. 11016/2/73 एम.पी. टी.]

कु. सती बालकृष्णा, अवर सचिव

ORDER

New Delhi, the 18th April, 1973

S.O. 1275.—Whereas by the notification of the Government of India in the late Ministry of Health No. 17-2/60-MI, dated the 22nd April, 1960, the Central Government has directed that the Medical qualification, M. D. (Pennsylvania, USA) shall be a recognised medical qualifisation for the purpose of the Indian Medical Council Act, 1956 (102 of 1956),

And whereas Dr. (Miss) Helen C. Lalinsky, who possesses the said qualification is for the time being attached to the Holy Family Hospital, Mandar, District Ranchi for the purposes of charitable work,

Now therefore, in pursuance of clause (c) of the proviso to sub-Section (1) of Section 14 of the said Act, the Central Government hereby specifies:—

(i) a further period ending on the 31st December, 1973, or

(ii) the period during which Dr. (Miss) Helen C. Lalinsky is attached to the said Holy Family Hospital, Mandar, District Ranchi, whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. V. 11016/2/73-MPT]

KM. SATHI BALAKRISHNA, Under Secy.

पर्यटन और नागर विमानन मंत्रालय

नई दिल्ली, 24 अप्रैल, 1973

का. आ. 1276.—वायुयान नियम 1937 के नियम 75 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार एतद्द्वारा उस समय की अवधि को बढ़ा कर 30 जून 1973 करती है जिसके कि बीच भारत सरकार के पर्यटन और नागर विमानन मंत्रालय द्वारा अपनी अधिसूचना सं. ए वी. 15013/9/73-ए, दिनांक 21-3-1973, द्वारा नियुक्त किये गये जांच न्यायालय से आशा की जाती है कि वह उपर्युक्त अधिसूचना में विनिर्दिष्ट मामलों पर अपनी जांच का कार्य समाप्त कर लेगा और उसकी रिपोर्ट केन्द्रीय सरकार को दे देगा ।

[फा. सं. ए. वी. 15013/9/73-ए.]

सुरेन्द्र नाथ कौल, उप सचिव

MINISTRY OF TOURISM AND CIVIL AVIATION

New Delhi, the 24th April, 1973

S.O. 1276.—In exercise of the powers conferred by rule 75 of the Aircraft Rules, 1937, the Central Government hereby extends upto the 30th June, 1973, the period of time within which the Court of Inquiry appointed by the Government of India in the Ministry of Tourism and Civil Aviation by notification No. Av. 15013/9/73-A dated the 21st March, 1973, will be expected to complete its inquiry into the matters specified in the notification mentioned above and report to the Central Government.

[File No. Av. 15013/9/73-A]

S. N. KAUL, Dy. Secy.

नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 29 मार्च, 1973

का. आ. 1277.—मोटर गाड़ी (तृतीय पक्षकार बीमा) नियम, 1946 में और संशोधन करने के लिए नियमों का निम्नलिखित प्रारूप जिन्हें केन्द्रीय सरकार मोटर गाड़ी अधिनियम 1939 (1939 का 4) की धारा 111 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बनाने की प्रस्थापना करती है । उन सभी व्यक्तियों की जानकारी के लिए जिनका उसके द्वारा प्रभावित होना संभाव्य है प्रकाशित किया जाता है और एतद्द्वारा सूचना दी जाती है कि प्रारूप पर 15 मई, 1973 या उक्त नियम वाले राजपत्र की प्रतियां आम जनता को उपलब्ध कराई गई की तारीख से 30 दिन जो भी बाद में हो के पश्चात् विचार किया जाएगा ।

उक्त प्रारूप की बाबत किसी व्यक्ति से जो आक्षेप या सुझाव प्राप्त होंगे उन पर इस प्रकार विनिर्दिष्ट तारीख से पूर्व केन्द्रीय सरकार द्वारा विचार किया जायेगा ।

प्रारूप नियम

1. इन नियमों का नाम मोटर गाड़ी (तृतीय पक्षकार बीमा) संशोधन नियम, 1973 होगा ।

2. मोटर गाड़ी (तृतीय पक्षकार बीमा) नियम, 1946 के नियम 15-बी में उप-नियम (1 के स्थान पर निम्नलिखित उप-नियम रखा जाएगा अर्थात :—

"15-बी-(1) निधि 1 लाख रूपये से अन्यून संख्या प्रारम्भिक राशि से स्थापित किया जाएगा और उक्त राशि को बैंक या सरकार के पास जमा रखा जायेगा" ।

[सं. 41-टी. ए. जी. (1)/70]

एन. ए. ए. नारायणन, अवर सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 29th March, 1973

S.O. 1277.—The following draft rules further to amend the Motor Vehicles (Third Party Insurance) Rules, 1946, which the Central Government proposes to make in exercise of the powers conferred by section 111 of the Motor Vehicles Act, 1939 (4 of 1939), is published for the information of persons likely to be affected thereby, and notice is hereby

given that the said draft will be taken into consideration after the 15th May, 1973 or after the expiry of a period of thirty days from the date on which the gazette copies containing the said rules are made available to the general public, whichever is later.

Any objections or suggestions, which may be received from any person with respect to the said draft before the date specified above, will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Motor Vehicles (Third Party Insurance) Amendment Rules, 1973.

2. In rule 15B of the Motor Vehicles (Third Party Insurance) Rules, 1946, for sub-rule (1), the following sub-rule shall be substituted, namely :—

"15B.—(1) The Fund shall be established with an initial amount of not less than rupees one lakh and the said amount shall be kept in deposit with the bank or the Government.".

[No. 41-TAG(1)/70]

N. A. A. NARAYANAN, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 31 मार्च, 1973

का. आ. 1278.—चलचित्र अधिनियम, 1952 की धारा 5 (1) और चलचित्र नियमावली, 1958 के नियम 9 के उप-नियम (2) के साथ पठित नियम 8 के उप-नियम (3) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार ने केन्द्रीय फिल्म सेंसर बोर्ड से परामर्श करके एतद्द्वारा निम्नलिखित व्यक्तियों को पहली अप्रैल, 1973 से 30 जून, 1973 तक, उक्त बोर्ड के बम्बई सलाहकार पैनल का फिर से सदस्य नियुक्त किया है :—

1. श्री कमलेश्वर
2. प्रो. के. जी. अग्रवाल
3. श्री एस. एस. रेगे
4. प्रो. (श्रीमती) विजया राजाध्यक्ष
5. श्री डी. जी. नादकर्णी
6. प्रो. मुरली ठाकुर
7. श्री जी. के. दुतिया
8. डा. (श्रीमती) चारूशीला बी. गुप्त
9. श्रीमती कमला तिलक
10. श्रीमती पद्मा के. देसाई
11. डा. (कुमारी) लबुबेन एस. सोनेजी
12. श्रीमती नलिनी एस. सुखथंकर
13. श्रीमती मणिबेन देसाई
14. श्रीमती टी. वी. देहेंजिया
15. श्रीमती लक्ष्मी वाही
16. श्री एस. डी. शाह
17. श्री गंगाराम जोशी
18. श्री राम नारंग
19. श्री एस. ई. हसनैन
20. श्रीमती कमला दुआ
21. श्री तलाक्षी शाह
22. श्री राजनारायण सिंह
23. श्रीमती आर. एस. बोगा
24. श्री ए. के. बनर्जी
25. श्री रसिक जे. शाह
26. श्रीमती मृणालिनी चोंकसी
27. श्रीमती ललिता एन. बापट
28. श्रीमती एस. गुलरजानी

[फाइल संख्या 11/3/72-एफ. सी.]

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 31st March, 1973

S.O. 1278.—In exercise of the powers conferred by section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints the following persons after consultation with the Central Board of Film Censors as members of the Advisory Panel of the said Board at Bombay with effect from 1st April, 1973 upto 30th June, 1793 :—

1. Shri Kamaleshwar
2. Prof. K. G. Aggarwal
3. Shri S. S. Rege
4. Prof. (Smt.) Vijaya Rajadhyaksha
5. Shri D. G. Nadkarni
6. Prof. Murli Thakur
7. Shri G. K. Dutia
8. Dr. (Smt.) Charusheela B. Gupta.
9. Smt. Kamala Tilak
10. Smt. Padma K. Desai
11. Dr. (Miss) Labuben S. Soneji
12. Smt. Nalini S. Sukthankar
13. Smt. Maniben Desai
14. Smt. T. V. Dehejia
15. Smt. Laxmi Wahi
16. Shri S. D. Shah
17. Shri Ganga Ram Joshi
18. Shri Rama Narang
19. Shri S. E. Hassnain
20. Smt. Kamala Dua
21. Shri Talakshi Shah
22. Shri Rajnarain Singh
23. Smt. R. S. Boga
24. Shri A. K. Banerjee
25. Shri Rasik J. Shah
26. Smt. Mrinalini Choksi
27. Smt. Lalita N. Bapat
28. Smt. S. Gulrajani

[F. No. 11/3/72-FC]

का. आ. 1279.—चलचित्र अधिनियम, 1952 की धारा 5 (1) और चलचित्र (सेन्सर) नियमावली, 1958 के नियम 9 के उप-नियम (2) के साथ पठित नियम 8 के उप-नियम (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्द्वारा केन्द्रीय फिल्म सेन्सर बोर्ड से परामर्श करने के बाद, निम्नलिखित व्यक्तियों को 1 अप्रैल, 1973 से 30 जून, 1973

तक, उक्त बोर्ड के मद्रास सलाहकार पैनल का सदस्य फिर से नियुक्त किया है :—

1. श्री टी नीलकंठन
2. श्रीमती सौन्द्रा कैलासम
3. श्री पकाला सूर्यनारायण राव
4. श्री मोहम्मद यूसुफ कोकण
5. श्री एम. गोविन्दन
6. श्रीमती सी. एल. मीनाक्षी अम्मा
7. श्री पी. वी. चलपतेश्वर राव
8. प्रो. एम. मरिअप्पा भट्ट
9. श्रीमती मेरी कलबवाला जादव
10. श्री पी. के. रामलिंगम
11. श्री जी. वरदप्पा
12. श्रीमती आर. सुवर्ण
13. श्रीमती पी. वी. भागीरथी
14. श्रीमती बर्था लोबो
15. श्रीमती इन्दिरा डी. कोठारी
16. श्रीमती मालती चेन्दूर
17. श्री सी. आर. शर्मा
18. श्री जी. एस. श्रीनिवास
19. श्रीमती राजी रंगाचारी
20. श्रीमती पद्मनी अच्युता मेनन
21. श्रीमति एन. एस. मणि
22. डा. एस. विजयालक्ष्मी
23. श्रीमती लीला पार्थसारथी
24. कुमारी पी. शान्ताबाई
25. श्रीमती एम. लीलावती
26. श्रीमती सरोजिनी वरदप्पन
27. श्रीमति रोहिणी कृष्णचन्द्र
28. डा. (कुमारी) सी. एम. लीलावती
29. श्रीमती हेमलता अर्जनेयुलु
30. श्रीमती सारा सैयद यूसुफ

[सं. एफ 11/4/72-एफ. सी]

S.O. 1279.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 8 read with Sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints the following persons after consultation with the Central Board of Film Censors, as members of the Advisory Panel of the said Board at Madras with effect from 1st April, 1973 upto 30th June, 1973 :—

1. Shri T. Neelakanthan
2. Smt. Soundra Kailasam
3. Shri Pakala Suryanarayana Rao
4. Shri Mohd. Yousuf Kokan
5. Shri M. Govindan
6. Smt. C. L. Meenakshi Amma
7. Shri P. V. Chalapatheswara Rao
8. Prof. M. Mariappa Bhat
9. Smt. Mary Clubwala Jadhav
10. Shri P. K. Ramalingam
11. Shri G. Varadappa
12. Smt. R. Suvarna
13. Smt. P. V. Bhagirathi
14. Smt. Bertha Lobo
15. Smt. Indira D. Kothari
16. Smt. Malati Chendur
17. Shri C. R. Sarma
18. Shri P. S. Srinivasa
19. Smt. Raji Rangachari
20. Smt. Padmini Achutha Menon
21. Smt. N. S. Mani
22. Dr. S. Vijayalakshmi
23. Smt. Leela Parthasarthi
24. Kumari P. Shanta Bai
25. Smt. M. Leelavathi
26. Smt. Sarojini Varadappan
27. Smt. Rohini Krishnachandra
28. Dr. (Miss) C. M. Leelavati
29. Smt. Hemlata Anjaneyulu
30. Smt. Sara Syed Yusuff

[F. No. 11/4/72-FC]

का. आ. 1280.—चलचित्र अधिनियम, 1952 की धारा 5(1) और चलचित्र (सेन्सर) नियमावली, 1958 के नियम 9 के उप-नियम (2) के साथ पठित नियम 8 के उप-नियम (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्द्वारा केन्द्रीय फिल्म सेन्सर बोर्ड से परामर्श करने के बाद, निम्नलिखित व्यक्तियों को 1 अप्रैल, 1973 से 30 जून, 1973 तक, उक्त बोर्ड के कलकत्ता सलाहकार पैनल का फिर से सदस्य नियुक्त किया है :—

1. श्रीमती उमा सहानवीस
2. श्री सेलन मुखर्जी
3. श्रीमती काजल सेनगुप्त
4. श्रीमती अबू सईद अय्यूब
5. श्रीमती शैल्या दत्त
6. श्रीमती आशा पूर्णा देवी
7. श्रीमती रीता रे
8. श्री सुजीत के. चक्रवर्ती
9. श्री आर. पी. गुप्त
10. श्री अनन्त महापात्र
11. श्री सोमयेन्द्र नाथ टैगोर
12. श्रीमती उषा खान
13. श्री रानेन अयन दत्त
14. श्रीमती जयश्री सेन

[फाइल संख्या 11/5/72-एफ सी]

S.O. 1280.—In exercise of the powers conferred by section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints the following persons after consultation with the Central Board of Film Censors, as members of the Advisory

Panel of the said Board at Calcutta with effect from 1st April, 1973 upto 30th June, 1973 :—

1. Smt. Uma Sahanabis
2. Shri Sailen Mookerje
3. Smt. Kajal Sen Gupta
4. Smt. Abu Sayeed Ayyub
5. Smt. Shaibya Dutt
6. Smt. Asha Purna Debi
7. Smt. Rita Ray
8. Shri Sujit K. Chakrabarti
9. Shri R. P. Gupta
10. Shri Anant Mahapatra
11. Shri Saumyendra Nath Tagore
12. Smt. Usha Khan
13. Shri Ranen Ayan Dutta
14. Smt. Jayasree Sen

[F. No. 11/5/72-FC]

का. आ. 1281.—चलचित्र अधिनियम, 1952 की धारा 3 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्द्वारा निम्नलिखित व्यक्तियों को 1 अप्रैल, 1973 से 30 जून, 1973 तक, केन्द्रीय फिल्म सेन्सर बोर्ड का फिर से सदस्य नियुक्त किया है :—

1. श्री बी. आर. अग्रवाल
2. श्री ए. एल. श्रीनिवासन
3. श्री बी. आर. चोपड़ा
4. श्री बी. एन. सरकार
5. श्रीमती वीना दुग्गल
6. श्रीमती एम. नस्रूल्लाह
7. श्रीमती सुरेन्द्र गुप्त
8. श्री सी. आर. सुन्दरम

[फाइल संख्या 11/6/72-एफ. सी.]

हरजीत सिंह, अवर सचिव

S.O. 1281.—In exercise of the powers conferred by sub-section (1) of section 3 of the Cinematograph Act, 1952, the Central Government hereby re-appoints the following persons as members of the Central Board of Film Censors with effect from 1st April, 1973 upto 30th June, 1973 :—

1. Shri B. R. Agarwal
2. Shri A. L. Srinivasan
3. Shri B. R. Chopra
4. Shri B. N. Sircar
5. Smt. Veena Duggal
6. Smt. M. Nasrullah
7. Smt. Surrinder Gupta
8. Shri C. R. Sundaram

[F. No. 11/6/72-FC]

HARJIT SINGH, Under Secy.

सिंचाई और विद्युत मंत्रालय

नई दिल्ली, 10 अप्रैल, 1973

का. आ. 1282.—भारतीय बिजली अधिनियम, 1910 (1910 का 9) की धारा 36 की उप-धारा (1) द्वारा प्रदत्त शक्तियों की परिपालना में, केन्द्रीय सरकार एतद्द्वारा मुख्य विद्युत-निरीक्षक, केरल सरकार को लक्कादीव, मिनिकोय और अमीनदीवी द्वीप समूह के संघ राज्य क्षेत्र के सम्बन्ध में विद्युत-निरीक्षक के रूप में और क्षेत्रीय विद्युत निरीक्षक और सहायक विद्युत-निरीक्षक कालीकट को मुख्य विद्युत-निरीक्षक के सहायक अधिकारियों के रूप में नियुक्त करती है।

[सं. बिजली-दो.-4(4)/67]

एम. रामानाथन, उप-निदेशक (विद्युत)

MINISTRY OF IRRIGATION AND POWER

New Delhi, the 10th April, 1973

S.O. 1282.—In exercise of the powers conferred by sub-section (1) of section 36 of the Indian Electricity Act, 1910 (9 of 1910), the Central Government hereby appoint the Chief Electrical Inspector to the Government of Kerala to be the Electrical Inspector in respect of the Union territory of Laccadive, Minicoy and Amindivi Islands and the Regional Electrical Inspector and the Assistant Electrical Inspector at Calicut as officers to assist the Chief Electrical Inspector.

[No. EL. II-4(4)/67]

M. RAMANATHAN, Dy. Director (Power)

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 24th April, 1973

S.O. 1283.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 17th April, 1973.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 38 of 1969

Present :

Shri B. S. Tripathi, Presiding Officer.

Parties :

(1) Management of Kharkharee Colliery of Bharat Mining Corporation Limited, P.O. Kharkharee. District Dhanbad.

(2) Bharat Coking Coal Limited, Dhanbad (added as a party to the proceeding as per Order No. 23 dated 23-3-72).

AND

Their workmen represented by Bihar Koyla Mazdoor Sabha, Dhanbad.

Appearances :

For M/s. Bharat Mining Corporation Limited—Shri P. K. Bose, Advocate.

For Bharat Coking Coal Limited—Shri S. S. MukherJee, Advocate.

For Workmen—Shri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha.

State : Bihar. **Industry :** Coal.

Dhanbad, the 10th April, 1973

AWARD

The Central Government in the Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) being of the opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of M/s. Bharat Mning Corporation Ltd., P.O. Kharkharee, Dist. Dhanbad and their workmen in respect of the matters specified in the schedule of reference, by their Order No 2/54/69-LRII dated 26-5-69 referred the said dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 to this Tribunal for adjudication. The schedule of reference is extracted below :

SCHEDULE

"Whether the action of the management of Kharkharee Colliery of M/s. Bharat Mining Corporation Limited P.O. Kharkharee, Dist. Dhanbad terminating the services of Shri Rabi Lochan Ghosh, Electrician, with effect from 1st October, 1968 was justified ? If not, to what relief is the workman concerned entitled ?"

2. The reference was received in this Tribunal on 6-6-69 when it was registered as reference No. 38 of 1969. The industrial dispute in question was sponsored by the Bihar Koyala Mazdoor Sabha before the Conciliation Officer and the same union represented the concerned workmen in the present proceeding. The written statement of M/s Bharat Mining Corporation Limited was received in this Tribunal on 17-6-69 and that filed on behalf of the workmen was received here on 21-6-69. During the pendency of the present proceeding the management of the colliery in question vested in the Central Government and then in Bharat Coking Coal Limited as per Law passed by the Parliament. Thereafter on the petition filed by the workmen and after hearing the parties concerned, including Bharat Coking Coal Limited the Bharat Coking Coal Limited were added as a party in the present proceeding as per Order No. 23 dated 23-3-72. I may mention here that subsequently by an Act of the Parliament the colliery in question was nationalised and it vested in the Central Government and thereafter it vested in Bharat Coking Coal Limited under the provisions of the said Act. The Bharat Coking Coal Limited filed their written statement on 24-4-72.

3. The case made out in the written statement of the outgoing employer, namely M/s. Bharat Mining Corporation Limited, is that the concerned workman Shri Rabi Lochan Ghosh was working as an Electrician in the colliery in question at the relevant time. There was theft of electric cable from the colliery and in that connection Shri Rabi Lochan Ghosh was arrested by the Police. In view of this the management lost all confidence in him and his services were terminated by management's letter dated 28-9-68 with effect from 1-10-68 and he was offered one month's wages in lieu of notice. The action of the management in terminating the services of Shri Rabi Lochan Ghosh is alleged to be bona fide and it is submitted that the workman is not entitled to any relief. The management has also taken a formal plea to the effect that the present reference having arisen out of an individual dispute and the same not being taken up by substantial number of workmen or their union, it is outside the scope of the Industrial Disputes Act and the reference is liable to be summarily dismissed. The management states further that they are not aware if Shri Rabi Lochan Ghosh was a member of Bihar Koyla Mazdoor Sabha or of any union at all before the date of termination of his services.

4. According to the written statement filed by the workmen, Shri Rabi Lochan Ghosh had been working in Kharkharee Colliery of M/s. Bharat Mining Corporation Limited as an Electrician from July, 1964. Prior to the present action of the management terminating his services, the management had stopped Shri Ghosh from work with effect from 19-4-67 illegally which was followed by reference No. 52 of 1967 of the Central Government Industrial Tribunal, Dhanbad. The Tribunal in that reference by its award dated 10-2-68 directed the management to reinstate Shri Rabi Lochan Ghosh with continuity of service and pay full back wages for the period of his idleness from 19-4-67 onwards. The management reinstated Shri Rabi Lochan Ghosh in the later part of March, 1968 but did not pay him the back wages as directed by the Tribunal in its award. The management did not also make payment of monthly salary to Shri Rabi Lochan Ghosh since after reinstatement nor the management revised the scale of pay and salary of Shri Ghosh in accordance with the recommendations of Coal Wage Board as accepted by the Central Government. Sri Ghosh thereafter made complaint to the Central Government authority about the non-payment of the back wages, non-payment of the current wages and for the revision of his pay scale according to the recommendations of the Coal Wage Board. On account of all these demands the management began to threaten Shri Ghosh with dire consequences. The management in the meantime tried to entangle the workman in an alleged theft of electric cable from the colliery on 22-9-68 but was unsuccessful in getting him implicated in any such theft case or in getting him arrested by the Police. The allegation of the management that the workman was arrested by the Police and was then released on bail is totally baseless, false and malafide. The workman was never involved in any such case. It is submitted that the action of the management in terminating the servicese of the workman by their letter dated 28-9-68 alleging loss of confidence for the baseless and unfounded reason is totally unjustified. It is said that the action of the management in terminating the services of the workman under the circumstances stated above amounts to victimization. The submission is that the present reference should accordingly be answered in favour of the workmen and the Tribunal will order for reinstatement of the workman with back wages.

5. The Bharat Coking Coal Limited adopted the written statement filed by the outgoing employers and alleged further that they are in no way liable or responsible for any act of the past management of the colliery prior to the taken over of the coal by the Central Government.

6. On behalf of the workmen 3 documents, Exts. W-1 to W-3, have been exhibited on the admission of the employers. On behalf of the employers 6 documents, namely, M-1 to M-6 have been exhibited on admission of the workmen. The workmen examined Shri Rabi Lochan Ghosh (WW-1) on their behalf and he is the only witness on behalf of the workmen. The employers have not examined any witness on their behalf. I shall discuss the oral and documentary evidence adduced by the parties in course of the award, if and when the necessity for the same will arise.

7. On behalf of the employers it is submitted that it is a case of termination of service simplicitor, which power the management exercised under Clause 14(a) of the Standing Orders of the Company. Ext. M-5 is the copy of the Standing Order in question. Clause 14(a) runs as follows :—

"For terminating the services of a permanent workman having less than one year of continuous service as defined in Section 2(eee) of the Industrial Disputes Act, 1947, a notice in writing or wages in lieu thereof at the scale indicated below shall be given by the employer :

(i) **For monthly paid workmen**—One month

(ii) **For weekly paid workmen**—One week

Provided that no such notice shall be required to be given when the services of a workman are terminated on account of misconduct."

Relying upon the said provisions of the Standing Order the submission is that the management has terminated the service of Shri Rabi Lochan Ghosh as the management lost confidence on him and in that case the action of the management must be held to be quite justified. The Learned Advocate of the employers relied upon the decision of their Lordships of the Supreme Court in the case of Tata Oil Mills Company Limited and their workmen, reported in 1966(13) F. L. R. 65, in support of the above contention, especially when the Standing Order authorises the management to terminate the services of a permanent workman after giving notice or notice pay.

8. There is no dispute between the parties that the concerned workman was a permanent employee in the colliery at the time when his services were terminated. The services of the concerned workman was terminated by the letter of the Manager of the Colliery to the workman dated 28-9-68 (vide letter Ext. W-3). By this letter his services were terminated with effect from 1-10-68. The evidence of the concerned workman (WW-1) is that he worked in the concerned colliery i.e. Kharkharee Colliery, from July, 1964 as Electrician till his services were terminated. He states further that prior to the present action, his services were previously terminated on 19-4-67 resulting in an industrial dispute which was referred by the Central Government to the Central Government Industrial Tribunal No. 1, Dhanbad for adjudication, who by his award in reference No. 52 of 1967 directed reinstatement of the workman with full back wages. The workman further states that the management reinstated him on 27-3- 68 in persuance of the award. He then continued to work as Electrician as before till his services were terminated with effect from 1-10-68 by the letter of the management already said above. These facts were not challenged by the management in cross-examination and at the time of argument the Learned Advocate of the employers Sri P. K. Bose accepted these facts as deposed by the workman to be correct. It is thus clear that Shri Rabi Lochan Ghosh worked as Electrician in Kharkharee Colliery from July, 1964 till 30-9-68.

9. The Standing Order quoted above confers power to the management to terminate the services of a permanent workman having less than one year of continuous service. But the present case is one relating to a permanent workman who was in continuous service for about four years. In my opinion, therefore, Clause 14(a) of the Standing Order relied upon by the management has no application to the present case. The Learned Advocate of the employers could not point out any other clause in the Standing Order or any separate contract of service authorising the management in such a case to terminate the services of the workmen. In the case relied upon by the employers, already said above, the concerned workman was discharged from service under the terms of contract between the company and the workman specifically embodied in Rule 40(1) of the Service Rules of the Company. As pointed out above, in the present case there is no specific rule or Standing Order or any separate contract between the workman and the employers to terminate the services of a permanent workman who is in continuous service for more than one year. The management, therefore, cannot have unrestricted power to terminate the services of such a workman.

10. Assuming for the sake of argument that the management has the power to terminate the services of the workmen in a case of the present nature, the power cannot be unrestricted. In this connection reference may be made to the observation of their Lordships of the Supreme Court in the ruling relied upon by the employers, already stated above which is as follows :—

> "The true legal position about the Industrial Court's jurisdiction and authority in dealing with cases of this kind is no longer in doubt. It is true in several cases, contracts of employment or provisions in Standing Order authorise an industrial employer to terminate the services of his employee after giving notice of one month or paying salary for one month in lieu of notice, and normally, an employer may, in a proper case, be entitled to exercise the same power. But, where an order of discharge passed by an employer gives rise to an industrial dispute, the form of the order by which the employee's services are terminated, could not be decisive; industrial adjudication would be entitled to examine the substance of the matter and decide whether the termination is in fact discharge simplicitor or it amounts to dismissal which has put on the cloak of a discharge simplicitor. If the Industrial Court is satisfied that the order of discharge is punitive, that it is malafide, or that it amounts to victimization or unfair labour practice, it is competent to the Industrial Court to set aside the order and, in a proper case direct reinstatement of the employee. In some cases, the termination of the employee's service may appear to the Industrial Court capricious and so unreasonably severe that an inference may legitimately and reasonably be drawn that in terminating the services, the employer was not acting bonafide. The test has always to be whether the act is malafide, or appears to be a colourable exercise of the power conferred on the employer either by the terms of contract or by the Standing Orders, then notwithstanding the form of the order, the industrial adjudication will examine the substance and would direct reinstatement in a fit case."

11. In view of the above decision of the Supreme Court it comes to this that even if the employers have got their right to terminate the services of the employee under the terms of contract or under the provisions of the Standing Order, which is absent in the present case, the Industrial Court will examine whether the alleged termination of service simplicitor was simply a cloak of termination of service simplicitor or it amounts to victimization or unfair labour practice. The letter by which the services of the concerned workman was terminated reads as follows :—

Kharkharee Colliery,

P. O. Kharkharee, S. E. R.
(Dhanbad)
Dated 28-9-1968.

Ref. No.——

To

Sri Rabi Lochan Ghosh,
Electrician,
Kharkharee Colliery.

Dear Sir,

You have been entangled in the theft of an electric cable stolen from the colliery for which you were arrested by the Police and has since been released on bail.

In view of the above, the management has lost all confidence in you.

The management, therefore, regrets to terminate your service with effect from 1-10-68. You will be paid one month wages in lieu of notice, which you are asked to collect together with other legal dues if any from the office on any working day and vacate the Company's quarter occupied by you.

Yours faithfully,
Sd/-
Manager.

By this letter the management informs the workman that it lost all confidence in him inasmuch as he had been entangled in the theft of an electric cable stolen from the colliery for which he was arrested by the Police and was released on bail. In this connection reference may be made to the case of the workmen that there was no such theft case nor the concerned workman was entangled in any such case, nor he was arrested by the police in any such case nor he had any occasion to apply for laid in any such case nor was he released on bail. This is the evidence of the concerned workman WW-1 before this Tribunal. No witness on behalf of the employers has been examined to say that the concerned workman Shri Rabi Lochan Ghosh was entangled in any such theft case or he was arrested by the Police and subsequently was released on bail in any such case. No documentary evidence has also been filed by the management in proof of the same. It must accordingly be held that Shri Rabi Lochan Ghosh was not entangled in any such case of theft of electric cable from the colliery and he was not arrested by the Police nor was he released on bail in any such case. Therefore, the very basis of the loss of confidence of the management upon Sri Rabi Lochan Ghosh, as stated by the management in their letter Ext. W-3, falls through. Thus the alleged loss of confidence on the workman was baseless and without any reason. At the time of argument the Learned Advocate of the employers has pointed out to me the statement of the workman (WW-1) in cross-examination that while he was working in Kharkharee colliery

he used to attend to private work and this is the ground for loss of confidence of the management on the workman. No such case has been made out by the management in their written statement. Apart from it, the specific statement of the workman in his evidence in cross-examination is that he used to do the private work during off hours on contract basis under one Mr. Senapati, the Consulting Engineer of Kharkharee colliery, with the permission of the Manager of the colliery. There is no denial to this statement of the workman. In that view of the matter the question of loss of confidence of the management on the workman on the ground urged by the Learned Advocate of the employers does not arise at all, specially when he was doing the work with the permission of the Manager of the colliery.

12. I like to discuss at this place the case of victimization made out by the workmen. I have already referred to above the evidence of the workman that his services were previously terminated by the management on 19-4-67 in consequence of which an industrial dispute was raised and a reference was made to the Central Govt. Industrial Tribunal No. 1, Dhanbad who as per award in reference No. 52 of 1967 found the action of the management in terminating the services of the workman unjustified and ordered for his reinstatement with full back wages. The management thereafter reinstated the workman in service on 27-3-68. These facts were not disputed on behalf of the employers at the time of hearing, rather the facts were accepted by the Learned Advocate of the employers at the time of argument. The evidence of the workman is that he was not paid the back wages as per award of the Tribunal nor the management paid to him the current wages from March to July, 1968 after he was reinstated as per Tribunal's award. Thereafter, it appears, the concerned workman wrote to the Director of Bharat Mining Corporation Limited, Kharkharee Colliery, as per his letter dated 27-8-68 (Ext. W-1) making a grievance to him that he was not paid back wages and his monthly salaries for the months of March, April, May, June & July, 1968 besides bonus etc., and requesting to arrange to make payment of the same at an early date. The management did not comply with the said prayer of the workman. The evidence of the workman is that on 25-9-68 he was stopped from work and the documentary evidence on record shows that he was stopped from work by Electrical Supervisor and against that order the workman made a grievance before the Director of the Company (vide letter Ext. W-2). Thereafter the workman received the letter Ext. W-3 from the management saying that his services were terminated with effect from 1-10-68. The fact that the back wages and the current wages of the workman from the date of his reinstatement on the basis of the award of the Central Govt. Industrial Tribunal No. 1, Dhanbad in reference No. 52 of 1967, referred to above, were due to the workman before his services were terminated is not denied. There is no reason whatsoever as to why the back wages as per award were not paid so long and why the workman was not paid his salary for the period after his reinstatement. The management relies upon their letters Exts. M-2, M-3 & M-4 in support of their contention that they were all along ready to pay the dues but it was the workman who was not taking the amount. The above letters are dated 18-24-10-68, 27-10-68 & 1-11-68 respectively and were issued long after the services of the workman were terminated and also long after the demand of the same was made by the workman by his letter dated 27-8-68 said above. There is nothing to show what was the reason of the management for not making the payment of back wages and current wages prior to the termination of the services of the workman. On behalf of the workmen it is submitted that since the concerned workman made a demand of the back wages as per order of the Tribunal, said above, and also current wages besides bonus etc., the management terminated the services of the concerned workman and it is clearly an act of unfair labour practice and victimization of Shri Rabi Lochan Ghosh by the management. The basis of the management for termination of the services of the concerned workman as per letter W-3 being incorrect and there being no other basis for termination of his services, I accept, in view of the aforesaid facts and circumstances, the reason given by the workman for terminating his services and I hold that the action of the management in terminating the services of the workman was malafide and amounts to unfair labour practice and the services were terminated to victimize the workman. The order of the management terminating the services of Shri Rabi Lochan Ghosh, Electrician must, therefore, be set aside.

13. On behalf of the management a formal plea has been taken to the effect that the reference made is not an industrial dispute in as much as the cause of the concerned workman was not taken up by any union of which Shri Rabi Lochan Ghosh was a member and as such the reference must be dismissed. It appears that the dispute in question was sponsored by Bihar Koyla Mazdoor Sabha in the conciliation proceeding before Asst. Labour Commissioner (Central) and the said union represented the workman in the present proceeding. During the conciliation proceeding before Asstt. Labour Commissioner it was not challenged by the management that the concerned workman was not a member of Bihar Koyla Mazdoor Sabha. No evidence also has been adduced before the Tribunal by the management that the workman Shri Rabi Lochan Ghosh was not a member of the said union. On the other hand, the evidence of the workmen before this Tribunal is to the effect that he was a member of the said union. The management has not adduced any evidence to the effect that the workmen of Kharkharee colliery are not the members of Bihar Koyla Mazdoor Sabha. In view of the facts and circumstances on record, I overrule the objection of the management that the present dispute is not an industrial dispute.

14. In view of the findings recorded above my answer to the reference is that the action of the management of Kharkharee colliery of M/s. Bharat Mining Corporation Ltd., P. O. Kharkharee, Dist. Dhanbad terminating the services of Shri Rabi Lochan Ghosh Electrician with effect from 1st October, 1968 was not justified. The order of the management in this regard is accordingly set aside. The question that now arises for consideration is what relief the concerned workman is entitled to as a result of the setting aside of the said order of the management. I find that the concerned workman is entitled to be reinstated in the same post which he was holding at the time his services were terminated and he will get his back wages from 1-10-68 till the date of his reinstatement with continuity of service and other benefits that will accrue to him during the said period. The concerned workman will report for duty within a month from the date the award becomes enforceable, failing which the management will not be bound to reinstate him but the management's liability to pay back wages till the expiry of one month from the date when this award will become enforceable will remain. I like to mention here that from the evidence of the workman (WW-1) it appears that he had filed an application under Section 33(c)(2) of the Industrial Disputes Act before the Labour Court, Dhanbad for realisation of the back wages as per award in reference No. 52 of 1967, already stated above, and also current wages and the matter was settled by compromise.

15. The colliery in question belonged to M/s. Bharat Mining Corporation Limited and during the pendency of the present proceeding the management of the colliery vested in the Central Government and then in Bharat Coking Coal Limited under the provisions of Coking Coal Mines (Emergency Provisions) Act, 1971 which came into force on 16-10-71. By the provisions of this Act the Bharat Coking Coal Limited became the Custodian of the colliery on behalf of M/s. Bharat Mining Corporation Limited who continued to be the owner of the colliery. Subsequently by Central Act No. 36 of 1972, Coking Coal Mines Nationalisation Act, 1972, the colliery vested absolutely in the Central Government free from all incum-brances with effect from 1-5-72 and by the provisions of the said ct it vested absolutely in Bharat Coking Coal Limited since that day subject to the control by the Central Government. Thus M/s. Bharat Mining Corporation Limited ceased to have any right whatsoever in the colliery with effect from 1-5-72 and as such the said company is no longer in a position to reinstate the concerned workman in the colliery in question. The reinstatement, if any, has to be made by Bharat Coking Coal Limited which is now Incharge of the colliery in question. On behalf of Bharat Coking Coal Limited it is submitted that according to the provisions of Section 9(1) of the said Nationalisation Act the Bharat Coking Coal Limited shall not be made liable for the acts and ommissions of the previous management i.e. M/s. Bharat Mining Corporation Limited. In my opinion the said provisions in the Act has reference to pecuniary liability prior to the appointed date i.e. 1-5-72 and it has nothing to do with the question of reinstatement of a workman whose services have been wrongfully terminated. This question, in my opinion, is covered

by the provisions of Section 17(1) of Act No. 36 of 1972 which runs as follows :—

"17. (1) Every person who is a workman within the meaning of the Industrial Disputes Act, 1947, and has been, immediately before the appointed day, in the employment of a coking coal mine or coke oven plant shall become on and from the appointed day, an employee of the Central Government, or, as the case may be, of the Government company in which the right, title and interest of such mine or plant have vested under this Act, and shall hold office or service in the coking coal mine or coke oven plant, as the case may be, on the same terms and conditions and with the same rights to pension, gratuity and other matters as would have been admissible to him if the rights in relation to such coking coal mine or coke oven plant had not been transferred to, and vested in, the Central Government or Government Company, as the case may be, and continue to do so unless and until his employment in such coking coal mine or coke oven plant is duly terminated or until his remuneration, terms and conditions of employment are duly altered, by the Central Government or the Government Company."

16. In view of my finding that the order of termination of the services of Shri Rabi Lochan Ghosh was illegal and unjustified, he continued to be the workman in the employment of the colliery in question and he was in the employment in that colliery on and from the appointed date i.e. 1-5-72 as a workman of Bharat Coking Coal Limited. In that view of the matter it is Bharat Coking Coal Limited who must comply with the direction of this Tribunal regarding reinstatement of the said workman in the colliery, as stated above. So far as the pecuniary liability under the present award is concerned, M/s. Bharat Mining Corporation Limited will be liable till 30-4-72 and thereafter from 1-5-72 it will be the liability of Bharat Coking Coal Limited.

17. This is my award. Let the award be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

[No. 2/54/69-I.R II]

B. S. TRIPATHI, Presiding Officer.

S.O. 1284.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the Bank of Rajasthan Limited and their workmen, which was received by the Central Government on the 17th April, 1973.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Jabalpur, the 30th March, 1973

Present:

Mr. Justice S. N. Katju—Presiding Officer.

Case No. CGIT/LC(R) (19)/72

Notification No. L-12012/4/72-LR. III dated 28-2-1972

Parties:

Employers in relation to the Bank of Rajasthan Limited, Indore, and their workmen, represented through the General Secretary, M. P. Bank Karmchari Sangh, 30, Bakshi Gali Indore, (M.P.).

Appearances:

For employers—Shri P. S. Nair, Advocate Jabalpur.

For workmen—Shri C. L. Bharadwaj.

Industry : Bank **District :** Indore (M.P.)

AWARD

This is a reference under Sec. 10(1)(d) of the Industrial Disputes Act (hereinafter called the Act).

The question referred to the Tribunal for its consideration is:—

"Whether the action of the management of the Bank of Rajasthan Limited, Indore, in terminating the services of Shri Naresh Kumar Shukla, Peon, with effect from the 19th August, 1971, was justified? If not, to what relief is he entitled?'

The competency of the reference was challenged by the Bank and the following issue in addition to the issue as set out in the schedule to the reference was framed by me:—

"Whether the reference is proper and valid in law and is maintainable?"

It is alleged on behalf of the workman, Naresh Kumar Shukla that he was working in the Bank of Rajasthan Limited, Indore (hereinafter called the Bank) from the year 1968 in the permanent vacancy of one Sri Ramakant whose services had been terminated earlier by the Bank. It was stated that on account of Naresh Kumar Shukla's satisfactory temporary services and in view of para 20—12 of the First Bipartite Settlement dated 19th October, 1966, he being the senior most Peon was appointed as a Probationer Peon-*cum*-Farrash on 11-6-1971 in the above mentioned vacancy but on 19-8-1971 his services were illegally terminated by the management to accommodate another person. The workman made representations to the Bank for the redress of his grievance for wrongful termination of his services. Thereafter he referred the dispute to the Assistant Labour Commissioner (Central) Bhopal. The Bank in defending its position contended, *inter alia*, that Naresh Kumar Shukla had worked from time to time in temporary leave vacancies only and that had not been taken as a probationer with effect from 11-6-1971 as was alleged by him. It was further stated that since that he was given the post of temporary peon with effect from 11-6-1971 for 69 days his temporary appointment came to an end by efflux of time. The Bank denied that Shukla "on account of satisfactory work or seniority" had been taken in the employment of the Bank as a probationer peon on 11-6-1971. It was urged on behalf of the Bank that Shukla had been given only a temporary appointment for 69 days which, at least, may be taken as a temporary appointment against a permanent vacancy for a period less than three months vide para 20.8 of the First Bi-partite Settlement". The Bank further denied that Shukla's termination "took place in order to accommodatte another person" by the Bank. The Assistant Labour Commissioner (Central) took up the dispute in conciliation proceedings which ended in failure. The dispute was thereafter referred to this Tribunal for adjudication.

The dispute raised the question whether the Bank was justified in terminating the services of the workman. Under these circumstances it gave raise to a above dispute which was rightly referred to this Tribunal by the Central Government. The reference, therefore to this Tribunal is maintainable.

It is not necessary for me to go further into the matter because the parties have resolved the dispute between them and have arrived at a settlement which is properly signed by the workman and his representative as also by the representative of the management.

Under the terms of the settlement it has been conceded that although the termination of the services of the workman by the Bank was justified but the Bank has agreed to take the workman in its employment on the first available vacancy in the Bank in any of its branch office in Madhya Pradesh except at Indore on six montht's probation. The terms of the settlement are fair and reasonable and I make my award accordingly. The aforesaid deed of settlement between the parties shall form part of this award. I make no order as to costs.

S. N. KATJU, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-*CUM*-LABOUR COURT, JABALPUR

CAMP AT JAIPUR

Case No. CGIT/LC(R)(19) of 1972

Employers in relation to the management of Bank of Rajasthan, Indore (M. P.)

VERSUS

Its workman, Naresh Kumar Shukla.

Without prejudice to the stand of the management that its action in terminating the services of Naresh Kumar Shukla the parties have agreed to settle the dispute mutually on the following terms:—

1. The action of the management was justified in terminating the services of N. K. Shukla.
2. Taking the sympathetic view of the whole matter the management has agreed to appoint Sri Naresh Kumar Shukla on the first available vacancy on probation for six months in Madhya Pradesh except at Indore.
3. The Union and the workman assures the management that Sri Naresh Kumar Shukla will work honestly, sincerely and loyaly.
4. The parties shall bear their own costs.
5. The parties request the Hon'ble Tribunal to make an award in terms of the aforesaid settlement.

C. L. BHARDWAJ,

NARESH KUMAR SHUKLA,

Workmen's representatives.

P. S. NAIR,

Management's representative.

[No. L. 12012/4/72-LR III]

New Delhi, the 25th April, 1973

S.O. 1285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between shri Chhotelal Contractor, Chandametta Colliery of Messrs Pench Valley Coal Company Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen, which was received by the Central Government on the 18th April, 1973.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Jabalpur, the 6th April, 1973

Case Ref. No. CGIT/LC(R) (44) of 1972

Present:

Mr. Justice S. N. Katju—Presiding Officer.

(Notification No. L/22012/33/3372-LRII dated 24-10-1972)

Parties:

Employers in relation to Shri Chhotelal Contractor, Chandametta Colliery of Messrs Pench Valley Coal Company Limited, Post Office Parasia, District Chhindwara (M.P.) and Shri Ramdayal, Supervisor, represented through the Satpura Koyala Khadan Mazdoor Congress, P.O. Parasia, District Chhindrara (M.P.)

Appearances:

For employers—Shri P. S. Nair, Advocate.

For workman—Shri Ram Narain Singh, General Secretary, Satpura Koyala Khadan Mazdoor Congress.

Industry : Coal Company **District** : Chhindwara (M.P.)

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act.

The question referred to this Tribunal is:—

"Whether the action of Shri Chhotelal, Contractor, Chandametta Colliery of Messrs Pench Valley Coal Company Limited, Post Office, Parasia, District Chhindwara (Madhya Pradesh). In stopping from work Shri Ramdayal, Supervisor, with effect from the 7th February, 1972 is justified? If not, to what relief is the workman entitled?"

It was alleged on behalf of the workman, Ramdayal Supervisor, that he was working as a Supervisor and he was supervising all the work of the Contractor, Chhotelal, since the last 10 years. He had been enjoying all the facilities which are given to the employees of the Chandametta Colliery and he was a permanent employee of the said Chhotelal, Contractor. It was further stated on behalf of the workman that Chottelal, Contractor, stopped him illegally and without any notice from working for the aforesaid contractor. All his representations to the management that he should be taken back on his duties did not produce any result. Thereafter the Union on behalf of the workman asked the Contractor several times to take back on his duties but the Contractor refused to do so. The question was raised before the Assistant Labour Commissioner (Central) Chhindwara but the conciliation proceedings ended in failure. Thereafter the present reference was made to this Tribunal.

The representative of the workman objected against the appearance of Shri P. S. Nair, Advocate, on behalf of the Colliery. Shri P. S. Nair in his reply has stated that he was not appearing on behalf of the Colliery but in his capacity as the Industrial Relations Secretary, Central India Coal Fields Mining Association and as an officer of the Association of employers connected with the industry in question he was entitled to appear in the present proceeding on behalf of the Colliery. No one appeared on behalf of the workman on 20-2-1973 and 21-2-1973 when the case came up before this Tribunal. Shri Nair is present in Court today but neither the workman nor his representative is present before the Tribunal today. I need not go into the question whether Shri P. S. Nair is competent to appear on behalf of the Colliery. There is nothing on the record to substantiate the allegations made on behalf of the workman and it is not possible for me to hold that the action of Chhotelal, Contractor, in stopping Ramdayal, Supervisor, from his work with effect from 7-2-1972 was not justified. My award, therefore, is that Chhotelal Contractor of the Colliery of M/s. Pench Valley Coal Company Limited, P.O. Parasia, District Chhindwara, was justified in stopping from work Ramdayal with effect from 7-2-1972 and I make my award accordingly. I make no order for costs.

S. N. KATJU, Presiding Officer

[No. L. 22012/33/72-LRII]

CORRIGENDUM

New Delhi, the 26th April, 1973

S.O. 1286.—In the notification of the Government of India, in the Ministry of Labour and Rehabilitation (Department of Lab. and Employment) No. S.O. 174, dt. the 6th Jan. 1973, published at pages 247 and 248 of the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 20th January, 1973, on page 247 in lines 6 and 7 for "the agent, South Bulliari Kendwadih Group of Collieries of Messrs. East Indian Coal Company Limited, Post Office Mohuda, District Dhanbad", read "The Bhatdee Colliery of Messrs. Bengal Bhatdee Coal Company Limited, Post Office Mohuda, District Dhanbad"

[No. L/2012/101/71-LR II]

New Delhi, the 27th April, 1973

S.O. 1287.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government

Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government on the 23rd April, 1973.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. COIT-2/4 of 1972

Employers in relation to the Central Bank of India.

AND

Their workmen

Present:

Shri N. K. Vani—Presiding Officer.

Appearances:

For the Employers—Shri G. R. Sheikh, Asstt. Law Officer.

For the Workmen—(i) Shri A. M. Puranik, Vice President.
(ii) Shri S. P. Chaudhari, President.

Industry: Banking. **State:** Maharashtra.

Bombay, the 22nd March, 1973

AWARD

By order No. L. 12012/48/71-LR. III, dated 4-3-1972, the Central Government in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) in exercise of the powers conferred by clause (d) of sub-clause (1) of Section 10 of the I.D. Act, 1947 (14 of 1947) referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Central Bank of India and their workmen in respect of the matter specified in the Schedule as mentioned below:—

SCHEDULE

Whether the action of the management of the Central Bank of India in terminating the services of Shri B. K. Shrimali, Peon-cum-Watchman at Dhulia Branch of the Bank was justified? If not, to what relief is he entitled?"

2. The facts giving rise to this reference are as follows:—

(i) Shri B. K. Shrimali was working as Peon-cum-Watchman in Dhulia Branch of the Central Bank of India from 29-4-1969. On 20-9-1969 the Sub-Agent gave him notice, annexure 6 to the written statement Ex. 1/W informing him that under instructions from the main office, his services would not be required from 29-9-1969. On account of this, the President of the Central Bank of India Staff Union raised industrial dispute with the Asstt. Labour Commissioner (C) Nagpur by his letter dated 10-3-1971 annexure B to the written statement Ex. 1/W. The Asstt. Labour Commissioner (C), Nagpur tried to bring about conciliation but in vain. He therefore submitted his failure of conciliation report to the Government, on 31-5-1971, annexure 10 to written statement Ex. 1/W. After the receipt of this report the Government of India referred this dispute to this Tribunal for adjudication.

3. In pursuance of the notice issued to the parties for filing their written statements, both the parties appeared before me and filed their written statement.

4. Shri S. P. Chaudhari, President, Central Bank of India Staff Union Nagpur has filed written statement Ex. 1/W on behalf of the workmen.

5. According to him:—

(i) Shri B. K. Shrimali had applied for a post of a peon/Watchman in the Bank. He was called for interview and test. He was then given an appointment order under order dated 29-4-1969, annexure 1 to the written statement Ex. 1/W, as peon-cum-watchman at Dhulia Branch. In order to circumvent the provisions of Sastry and Desai Award the Bank issued appointment orders month by month and treated the permanent appointment as temporary to deprive all benefits applicable to confirmed employees of the Bank. The appointments made by the Bank are as Under:—

Order dated	Period
29-4-1969	29-4-1969 to 28-5-1969—1 month.
29-5-1969	29-5-1969 to 28-6-1969—1 month.
28-6-1969	29-6-1969 to 28-7-1969—1 month.
29-7-1969	29-7-1969 to 28-8-1969—1 month.
28-8-1969	29-8-1969 to 29-9-1969—1 month.

After five months continuous service in permanent vacancy the Sub-Agent served a termination order dated 20-9-1969 informing him that under instructions from the main office, his services would not be required from 29-9-1969.

(ii) The Bank did not give required notice or notice pay as per provisions of Sastry and Desai Award while terminating the confirmed services of Shri Srimali. The termination order was malafied and in contravention of the provisions of the Awards and Bipertite Settlement. The same was invalid and illegal.

(iii) As per the certificate issued by the Sub-Agent, Dhulia Branch on 29-9-1969, annexure 7 to the written statement Ex. 1/W, the work, conduct and attendance were found good and satisfactory.

(iv) As per the Bank's recruitment Policy, Shri Shrimali was appointed after completion of all formalities i.e. test and interview and was selected for a permanent post in a permanent post in a permanent vacancy. The order of temporary appointment dated 29-4-1969 was in contravention of the provisions of the Bank Awards and Bipartite Settlement.

(v) After terminating the services of Shri Shrimali the Bank recruited several employees in Nagpur group and also at Dhulia Branch to fill in the vacancy caused due to termination of Shri Shrimali. The Bank did not reply the representation dated 6-2-1971 made by Shri Shrimali for his appointment in the permanent services of the Bank.

(vi) The Bank advertised the posts of peons, Chowkidars, armed-guards etc. on 22-1-1970 in 'Nawa-Bharat' daily, Ex. 11/W. The advertisement in this newspaper shows that there were several permanent vacancies for which posts were advertised.

(vii) As the termination of services of Shri Shrimali is illegal he be reinstated in Bank's service with effect from 29-9-1969.

(viii) It is prayed that:—

(1) Shri B. K. Shrimali be declared as confirmed employee with effect from 29-4-1969 at Dhulia Branch.

(2) The Bank of directed to pay and implement all benefits of confirmation to the workman as per provisions of Bank Awards and Bipartite Settlement.

(3) He be granted back wages for the period from 29-9-1969 till the date of reinstatement.

(4) The order of termination served by the Bank on 20-9-1969 be declared as illegal and null and void.

(5) The Bank be directed to pay compensation for illegal termination of the services of the workman.

6. Asstt. Law Officer for the management of Central Bank of India has filed written statement at Ex. 2/E.

7. According to him:—

(i) Shri Shrimali was not entitled to be appointed in the Bank because he did not comply with the point of requisite educational qualifications laid down by the Bank. Shri Shrimali was very much above the required qualification for the post of Peon-cum-Chowkidar as was asked for vide Bank's advertisement which appeared in Navbharat daily on 22-1-1970. In the said advertisement, it was made clear that for appointments as peons, chowkidar, armed guards etc. the candidate applying to be appointed as such should have passed minimade clear that for appointments as peons, chowhad appeared for S.S.C. Examination held by Maharashtra State Board of Secondary Education Nagpur Divisional Board in the month of March, 1968 and had failed in the same. Recruitment Circular of the Bank No. 4 of 1968 under the heading 'Mode of Selection' prescribed a set standard of educational qualification for recruitment to sub-staff cadre, wherein it is said that. The maximum educational qualification for being considered for appointment to sub-staff cadre is upto Std. VII passed which should be at least 3 years below the qualification for matriculation.' The Bank obviously could not infringe the provisions of Recruitmcnt Policy framed by it and therefore could not accept candidates possessing higher qualification than that prescribed.

(ii) The Date of Birth of Shri Shrimali also could not be ascertained and as such the management could not decide upon the date of birth of Shri Shrimali. As the applicant to sub-staff posts must be between 18 to 25 years of age and as there was no corroboration to the affidavit regarding the age filed by Shri Shrimali he could not be considered for employment in the Bank.

(iii) The conduct of Shri Shrimali was not proper. He spread all sorts of rumours against the staff at Dhullia Office saying that he happened to be the then Chief Agent Shri J. J. Pinto's man. He was arrogant in his dealing with the staff and officers. The Bank could not retain such an employee.

(iv) Shri Shrimali worked at Dhulia from 29-4-1969 to 20-9-1969 on month to month extension basis. His appointment was against temporary vacancy. His services were terminated by order dated 29-9-1969 served on him by the Sub-Agent, Dhulia.

(v) It is not true that the Bank treated the permanent appointment as temporary one to deprive Shri Shrimali of all benefits of confirmation and to circumvent the provisions of Sastry and Desai Awards in this regard.

(vi) The Bank served the termination notice on Shri Shrimali. The termination notice was not malafide and in contravention of the Bank Awards and Bipartite Settlement. It was not illegal.

(vii) Shri Shrimali was not selected for a permanent post in a permanent vacancy.

(viii) Appointment in Sub-staff cadre was made at several places in Nagpur Group, including Dhulia, after Shri Shrimali's services were terminated.

(ix) There was no question of conducting a departmental enquiry against Shri Shrimali before terminating his services because Shri Shrimali was nowhere booked for any misconduct whereby an enquiry will be necessary to impose any punishment or otherwise on him.

(x) The interpretations of the circulars and provisions of the Awards and Bipartite Settlement made by the Union are not correct. The workmen is not entitled to any relief.

8. Shri S. P. Chaudhari, President, Central Bank of India Staff Union Nagpur has filed rejoinder at Ext. 4/W denying the allegations made by the Bank in its written statement Ex. 2/E.

9. The Bank has produced documents as mentioned below :—

(i) Circular No. B.I.D./STAFF/69/6, dated 10-1-1969, regarding Recruitment of Staff at Ex. 5/E.

(ii) Circular No. PRS/71/C.O. 9, dated 4-2-1971, regarding appointment of Staff at Ex. 6/E.

(iii) Circular No. PRS/72/C.O./2, dated 7-1-1972, regarding confirmation at Ex. 7/E.

(iv) Details of clerks and sub staff working in Nagpur Division at Ex. 8/E.

10. The Union has produced documents as mentioned below:

(i) Memo. dated 20-9-1969, regarding termination of services of Shri Shrimali, at Ex. 9/W.

(ii) Service Certificate issued by the Sub-Agent to Shri Shrimali at Ex. 10/W.

(iii) Advertisement in the Navbharat dated 22-1-1970, at Ex. 11/W.

(iv) Details of temporary/permanent subordinate staff working at Nagpur Division, at Ex. 12/W.

(v) Details of Temporary/permanent subordinate staff working between January, 1969 to June 1972 at Nagpur Division, Ex. 13/W.

(vi) Details of Staff members working Bhausahebnagar between January, 1969 to June 1972, Ex. 14/W.

(vii) Statement of Temporary Permanent subordinate staff working at Ramdaspeth from January, 1969 to June 1972, Ex. 15/W.

(viii) Statement of temporary/permanent subordinate staff members working at Cotton Market Amravati at Ex. 16/W.

11. It may be noted that neither the Bank nor the workman Shri Shrimali has come in the witness box to give evidence.

12. From the pleadings and documents on record the following points arise for decision in this reference.

(i) Whether the action of the management of the Central Bank of India in terminating the services of Shri B. K. Shrimali, Peon-cum-Watchman at Dhulia Branch of the Bank was justified?

(ii) To what relief is entitled?

(iii) What order?

13. My findings are as follows:—

(i) No.

(ii) Entitled to reinstatement.

(iii) As per order.

REASONS

Point No. 1

14. The workman Shri Shrimali was appointed to work as a peon-cum-Watchman on temporary basis for one month at Dhulia Branch of the Central Bank of India, by the Sub-Agent under Memo. dated 29-4-1969. This Memo. is as follows:—

"Shri Bansilal Kishanlal Shrimali, Dhulia.

"With reference to his application 17-4-1969 to Nagpur Shri Bansilal Kishanlal Shrimali is hereby informed that he has been taken up to work as peon-cum-Watchman on temporary basis for one month only from to-day on a basic salary of Rs. 86 and dearness allowance of Rs. 96.32. The above dearness allowance is subject to revision in accordance with rise and fall in cost of living index.

Notwithstanding anything contained in this letter his services are liable to be terminated at the sole discretion of the Bank without assigning any reason or reasons.

If Shri Bansilal Kishanlal Shrimali is agreeable to accept the appointment on the above terms and conditions, he should return the duplicate copy of this Memo. duly signed by him and report for duties immediately.

Sd/-
Sub-Agent.

I accept.

B. K. Shrimali."

15. Shri Shrimali accepted the terms of appointment mentioned in the Memo. referred to above and joined the services of the Bank at Dhulia Branch, as peon-*cum*-watchman. Thereafter his services were extended from time to time for a period of one month each time as mentioned in the Memos. dated 29-4-1969, 29-6-1969, 29-7-1969 and 28-8-1969, produced on record as annexure Nos. 2, 3, 4 and 5 respectively to the written statement Ex. 1/W.

16. It is clear from the above mentioned facts that Shri Shrimali was in continuous services of the bank as Peon-*cum*-Watchman at Dhulia Branch from 29-4-1969 till 29-9-1969 *i.e.* for a period of five months.

17. On 20-9-1969 the Sub-Agent issued a Memo. informing Shri Shrimali that under instructions from the main office his services would not be required with effect from 29-9-1969, annexure 6 to the written statement Ex. 1/W. By this memo. the services of Shri Shrimali from Dhulia Branch of the Central Bank were terminated with effect from 29-9-1969.

18. Shri Sheikh representative for the Bank contends that the conduct of Shri Shrimali as peon-*cum*-watchman at Dhulia during the period of his service was not proper, that Shrimali was spreading remours amongst the staff that he was the man of the then Chief Agent, and that he was arrogant in his dealings with the staff and officers.

19. The Bank has taken this contention in the written statement Ex. 2/E, but it has not adduced any evidence to show that the conduct of Shri Shrimali was not proper, that he was spreading remours and that his behaviour was arrogant during the tenure of his service at Dhulia Branch. No colleague of Shri Shrimali serving in Dhulia Branch has been examined to speak about his conduct. There is no written warning regarding the conduct of Shri Shrimali on record before me. The burden is on the bank to show that Shri Shrimali's conduct was not proper during the tenure of his service but it has clearly failed to discharged the same.

20. Shri Shrimali has not come in the witness box but there is a certificate dated 29-9-1969 bearing the signature of the Sub-Agent, produced at Ex. 10/W. This certificate is as follows:—

"This is to certify that Shri Bansilal Kishanlal Shrimali was working in this office as Peon-*cum*-Chowkidar from 29-4-1969 to 28-9-1969 (both day inclusive). During this period his conduct was found to be good and he was found to be regular in attendance and work."

21. It is clear from the above mentioned certificate that during the period of Shri Shrimali's tenure in Dhulia as Peon-*cum*-Chowkidar has conduct was found to be good and he was found to be regular in attendance and work.

22. It is not the case of the Bank that the Sub-Agent of the Dhulia Branch has not issued the certificate Ex. 10/W, and that it is aforged document produced by the employee. What the Bank contends that the local agents are not authorised to issue good conduct certificate and that only the Chief Agent can issue such certificates. Apart from the facts whether the Sub-Agent is authorised to issue good conduct certificate or not there can be no doubt that this certificate Ex. 10/W speaks about the conduct and regular attendance of Shri Shrimali during his tenure at Dhulia Branch as Peon-*cum*-Chowkidar. In my opinion this certificate is good piece of evidence which clearly proves that conduct of Shri Shrimali was good and that he was very regular in attendance and work and that the contention raised by the Bank that his conduct was not proper cannot be accepted. Hence this could not be the ground for not continuing Shri Shrimali in service from 29-9-1969.

23. Shri Sheikh contends that Shri Shrimali had appeared for S.S.C. Examination held by Maharashtra State Board of Secondary Education, Nagpur Divisional Board, that he failed in that examination and that inasmuch as he was having more qualification than prescribed for sub-staff, he could not be continued in service. This contention has been raised in the written statement Ex. 2/E.

24. The Bank has produced circular No. 4 of 1968, regarding Recruitment of staff alongwith Ex. 6/E. Para 7(6)B subordinate Staff relating to mode of selection prescribes qualification. It is as follows:—

"(6) Mode of Selection.

(1) Qualifications: Knowledge of the regional language, both reading and writing except for Armed Guards and Sweepers. Matriculates will not be considered for appointment to Sub-Staff Cadre. The maximum educational qualification for being considered for appointment will be upto 7th Class Pass, which should at least be 3 years below the qualifications for Matriculation and he should have studied English for at least 2 years."

25. It is clear from the above provision that the maximum educational qualification for being considered for appointment to sub-staff will be upto 7th Class pass, which should be at least 3 years below the qualifications for matriculation and he should have studied English for at least 2 years. This provision supports the contention of the Bank but in my opinion this contention cannot be given any weight.

26. The Bank admits in its written statement Ex. 2/E Para. 3 that Shri Shimali had applied for the post of Peon-*cum*-Watchman in the Bank and that he was called for the test and interview.

27. It is only after the test and interview on account of Shrimali's application, he was appointed as Peon-*cum*-watchman at Dhulia and continued there for a period of five months. It can be inferred from this that the Bank had condoned the over-qualification of Shri Shrimali while appointing him as Peon-*cum*-Watchman. Once it has condoned this over-qualification it cannot now say that he was not entitled to continue in service because of the over-qualification.

28. The Union has produced details of temporary/permanent subordinate staff at Ex. 12/W to 16/W. It appears from these documents that there are certain sub-staff working in the Bank who are also non-matriculates. This fact shows that the Bank condoned the over-qualification.

29. Shri Sheikh contends that Shri Shrimali has not produced documentary evidence to show that he was between 18 to 25 years of age and that as there was no convincing evidence regarding the age required for appointment, he should not be continued in service. This contention cannot be also accepted.

30. Shri Shrimali had filed affidavit in support of his age before the Bank. The management relied upon the affidavit and appointed him as Peon-*cum*-Chowkidar. Once the Bank has accepted the age, it could not discontinue him from service on the ground that Shri Shrimali did not produce documentary evidence to show that he was between 10 to 25 age at the time of his appointment. If there would have been any complaint and any evidence before the Bank that he was overage and that he had deligerately given wrong age for getting appointment, the matter would have been different and the Bank would have insisted for documentary evidence. In view of the fact that the Bank appointed Shri Shrimali and continued him for five months, it could not discontinued his service on the ground that Shri Shrimali had not produced any evidence in support of his affidavit regarding age. The appointment order nowhere mentioned that Shri Shrimali would not be liable to continue in service unless he would produce documentary evidence in support

of his affidavit in respect of age. In the absence of such conditions, the Bank cannot now say that Shri Shrimali cannot continue in service for want of documentary evidence regarding his age.

31. Shri Puranik for the Union contends that the notice of termination of service dated 20-9-1969, referred to above is not valid and legal because it was only for 8 days and not for 14 days as required under para. 522 of the Sastry Award. Section IV in the Sastry Award relates to procedure for termination of employment. It is as follows:—

"522. We now proceed to the subject of termination of employment. We give the following directions:—

(1) In cases not involving disciplinary action for misconduct and subject to clause (6) below, the employment of a permanent employee may be terminated by three months' notice or on payment of three months' pay and allowances in lieu of notice. The services of a probationer may be terminated by one month's notice or on payment of a month's pay and allowances in lieu of notice.

(2) A permanent employee desirous of leaving the service of the Bank shall give one month's notice in writing to the Manager. A probationer desirous of leaving service shall give 14 days' notice in writing to the manager. A permanent employee or a probationer shall, when he leaves service, be given an order of relief signed by the manager.

(3) If any permanent employee leaves the service of the Bank without giving notice, he shall be liable to pay the Bank one month's pay and allowances. A probationer, if he leaves service without giving notice, shall be liable for 14 days pay and allowances.

(4) The services of any employee other than a permanent employee or probationer may be terminated, and he may leave service, after 14 days notice. If such an employee leaves service without giving such notice he shall be liable for a weak's pay (including all allowances)".

32. Para. 522(4) referred to above lays down that services of any employee other than a permanent employee or probationer may be terminated after serving 14 days notice. There can be therefore no doubt that for terminating the services of temporary employee 14 days notice has to be given as per the provisions of Sastry Award. In the present case the Bank has failed to give 14 days notice and contravened the provisions of para. 522(4) of the Sastry Award. As the Bank has failed to give 14 days notice for terminating the services of Shri Shrimali, the termination of services of Shri Shrimali by notice dated 20-9-1969 is illegal and improper.

33. Shri Sheikh for the Bank contends that Shri Shrimali's employment was contractual one, that it was a term of contract that his services would be liable for termination at the sole discretion of the Bank without assigning any reasons, and that on account of this there is no question of giving any notice to Shri Shrimali. As Shri Shrimali had accepted the terms of contract he cannot claim anything beyond those terms. What Shri Sheikh wants to say is that the termination of services of Shri Shrimali by 8 days notice is quite valid, legal and proper. I am unable to accept this contention

34. In view of the specific provisions in the Sastry Award referred to above, it was incumbent on the Bank to give 14 days notice to Shri Shrimali before terminating his services. As it failed to do so it cannot be said that termination of services of Shri Shrimali on the basis of notice of termination in question was proper and legal.

35. Shri Puranik for the workman contends that the Bank has followed unfair labour practice in giving temporary appointment to Shri Shrimali in permanent vacancy at Dhulia branch and in continuing him more than 3 months on temporary basis and in terminating his services at the end of five months, with a view to deprive him of getting the benefits of permanency. In support of this contention he relies on various provisions of the Bi-partite Settlement viz. Paras. 20.7 to 20.11 and the settlement dated 23-12-1971, between the Bank and the All India Central Bank Employees Federation.

36. Para. 20.8 of the Bi-partite Settlement is as follows:—

"A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period."

37. It is not the case of the Bank that Shri Shrimali was appointed for a limited period for work which was of an essentially temporary nature or he was employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature or he was appointed in temporary vancancy caused by the absence of a permanent workman. Hence he could not be a temporary employee within the meaning of para. 20.8

38. Shri Shrimali was appointed as temporary peon-*cum*-chowkidar at Dhulia Branch and his services were extended from month to month basis. He continued ther for a period of five months i.e. from 29-4-1969 to 28-9-1969.

39. As the post of peon-*cum*-chowkidar is a permanent and as Shri Shrimali was continued in this post on temporary basis for more than three months, it amounts to violation of the provisions of the Bipartite Settlement para. 20.8.

40. It also appears that the Bank has violated the principles embodied in the Bipartite Settlement *viz.* Paras. 20.7 to 20.11.

41. Term 1 of the Settlement dated 23-12-1971, between the Central Bank of India and the All India Central Bank Employees Federation shows that employees who have been appointed in the Bank's service originally on or after 1-7-1966, and were given breaks in the service not exceeding three days excluding Sundays and Bank holidays, will be considered as having been confirmed on the permanent staff after six months from the date of their original appointment, and that such members of clerical and subordinate staff will also be entitled to contribute towards Provident Fund from the date of their confirmation as per this agreement and the due dates of their graded increments will be adjusted accordingly.

42. It is clear that as per term 1 of the agreement, Shri Shrimali would have been entitled to confirmation after completion of six months service but his services were terminated after completion of five months service. At the time of terminating his services by notice dated 20-9-1969, Ex. 9/W, the Bank has not given any reason. It is not the case of the Bank that his services wer terminated because the post in which he was working ceased to continue. If the post in which he was working as peon-*cum*-chowkidar at Dhulia continued to exist, there was no reason for the Bank to discontinue Shri Shrimali's services all of a sudden under the instruction from the Main Office. In the absence of those instructions from the Head Office on record, it is not possible to find out as to what those instructions were. Hence the only inference that can be drawn from the Bank's action in terminating the services of Shri Shrimali after five months service at Dhulia Branch without assigning any specific reason is that it wanted to deprive him of getting the benefits of confirmation.

43. As the various branches of the Bank were taking up temporary hands to fill up the posts which are of permanent nature and continuing them on temporary basis indiscriminately in violation and continuing them on temporary basis indiscriminately in violation of provisions of Bipartite Settlement para. 20.8, the head office had issued directed to its branches *vide* Ex. 7/E. It is as follows:—

"We send herewith a copy of the settlement arrived at between the Management and the All India Central Bank Employees' Federation for the information of Branches.

The Management and the A.I.C.B.E.F. had to arrive at this settlement for reasons mentioned in the short racital of the case in the settlement. Appointments of hands for clerical and subordinate cadre

were being made to fill up permanent vacancies by controlling Branches indiscriminately and without following any principle or bearing in mind the provisions of para. 20.8 of the Bipartite Settlement and their temporary services were being renewed again and again after giving a break of 2 to 3 days. These temporary hands who were being kept on temporary basis for months together in the same vacancy have claimed that they should be treated as taken up on probation from the date of their initial appointment, and the present settlement has been arrived at to resolve this issue. To avoid such situation arising in future controlling branches are advised that temporary appointments should not normally be made except when the vacancy is of a temporary nature or in every emergent cases for which also prior approval of the Personnel Department should be obtained. The services of these temporary hands should be terminated on the expiry of the stipulated periods. Anyway no member should be allowed to continue as temporary hand for more than 3 months. Agents of controlling branches will please bear this in mind for the future.

According to the terms of this agreement, the following two categories of members who were initially taken on temporary basis will be treated as taken up on probation from the original date of their appointment on temporary basis and confirmed effective from the date of expiry of six months from the original date of appointment on temporary basis

1. Employees taken up on temporary basis on and after 1-7-1966 and their temporary services were continued giving breaks not exceeding three days.
2. Employees who were taken up prior to 1-7-1966 but not earlier than 1-1-1959 and whose temporary services were continued without any break.

It will be observed from the settlement that the All India Central Bank Employees' Federation has agreed not to claim arrears of increment and other benefits in regard to those members who will now be treated as confirmed in the Bank's service on the expiry of six months from the date of their initial appointment as temporary hands. The All Indla Central Bank Employees' Federation will also not take up supersession of their cases for promotion to higher cadres. However their names will be included in future seniority List which will be drawn by the Groups as on 1st March and 1st September of every year.

Please let us have a list of the members of the clerical and subordinate staff at offices in your Group who fall under each of the two categories mentioned above giving full particulars of their names, designation, Branches where working, details of temporary appointment, duration of breaks and the date on which they were taken up on probation. These particulars may be forwarded to Personnel Department to reach us before 31st January, 1972."

44. It will be clear that as the various branches were following unfair labour practice in appointing temporary hands in permanent posts and continuing them beyond three months in violation of the provisions of the Bipartite Settlement and terminating their services, the head office of the Bank had to issue circulars and enter into settlment from time to time to redress the grievances of the employees

45. In case of discharge of workmen under the contract of service or under the Standing Orders the requirement of bona fide is sine qua non. as mala fide or colourable exercise of contractual or statutory power is not legal exercise of such power. In support of this proposition I refer to the commentary given in the Law of Industrial Disputes by Shri Malhotra on the basis of Supreme Court Judgements as at pages 895 and 896. It is as follows:—

"The question of the employers' freedom of contract in the context of industrial adjudication was considered by the Supreme Court in Rai Bahadur Dewan Badri Das Vs. Industrial Tribunal, reported in 1962, II, LLJ 366 Hr Lordship Justice Gajendragadkar speaking for the majority said 'The doctrine of absolute freedom of contract has thus to yield to the higher claims for social justice .....the right to dismiss an employee is also controlled subject to well-recognised limits in order to guarantee security of tenure to industrial employees'. Hence in Industrial Law, the claim of the employer to terminate the service of his workmen under the contract of employment or In the Standing Orders by giving him a notice or by paying him wages in lieu of such notice amounts to a claim of 'hire and fire' on employee. Such claim would negative security of service which has been secured to industrial employees through industrial adjudication and the process of collective bargaining evolved from long-drawn strike. Hence, before the action of discharge or dismissal by way of punishment for a misconduct can be taken against a workman under the contract of service or standing orders, the requirement of bona fide is sine quo ral justice to draw up a regular proceedings against him. Further more even in cases of discharge of a workman under the contract of service or standing orders, the requirement of bona-fide Is sine quo non as mala fide or colourable exercise of a contractual or statutory power is not legal exercise of such power.

If under the garb of termination *simpliciter* the employer acts *mala fide* or with the intention to penalise the concerned workman, it would be colourable exercise of the power, victimization or unfair labour practice and the industrial tribunal would have the jurisdiction to intervene and set aside such termination (1966, I, LLJ, Page 398)".

46. As the Bank has violated the provisions of para. 20.8 in connection with the appointment of Shri Shrimali and as it terminated his service on the basis of contract of service with a view to deprive him of getting the benefits of confirmation it can be inferred that the exercise of powers in terminating the services of Shri Shrimali on the basis of contract of service by the Bank was colourable. Hence the termination of service of Shri Shrimali was not proper and just and this Tribunal has jurisdiction to intervene and set aside the termination.

47. As Shri Shrimali is entitled to reinstatement he is also entitled to get back wages from the date of discharge till the date of reinstatement.

48. Shri Shelkh has given application dated 13-2-1973 in Bombay on 15-2-1973 before me after the arguments in this case were heard at Nagpur. Hence notice was issued to the Union to show cause.

49. The Union has sent reply on 7-3-1973. It is as follows:—

"1. That the party II Bank vide their application dated 13-2-1973 (received on or about 26-2-1973) stated that Shri Shrimali is gainfully employed. In this respect, it is submitted that the statement by the Party II Bank is baseless and irrelavent. The Bank has not produced any evidence in respect of the said statement.

It is therefore humbly prayed that the application dated 13-2-1973 be dismissed."

50. The Bank has not produced any evidence saying that Shri Shrimali has been employed gainfully at his native place in Udaipur District in Rajasthan, since he left the Bank's service and that he still continue in service.

51. The employee has also not come before me to deny that he is not employed. In these circumstances it will be in the interest of both the parties, to direct that the workman should apply to the appropriate Labour Court under Section 330(2) of the I.D. Act, 1947 for getting the arrears of wages determined. Ends of justice will meet if I direct in this reference that Shri Shrimali is entitled to get back wages from the date of discharge till the date of reinstatement minus the earnings made by him on account of service during this period if any and to get the arreas of wages due to him by the Bank determined in a proceeding under Section 330(2) of the I.D. Act, 1947.

52. In the end I pass the following order :

(i) It is hereby declared that the section of the management of the Central Bank of India in terminating the services of Shri B. K. Shrimali, Peon-cum-Watchman at Dhulia Branch of the Bank was not justified, and that he is entitled to reinstatement and continuity of service.

(ii) It is hereby declared that the applicant is entitled to back wages from the date of discharge till the date of reinstatement minus the earnings made by

him on account of service if any during this period and that he should get the arrears of wages due to him by the Bank determined by filing application under Section 330(2) of the I.D. Act, 1947 to the appropriate Labour Court.

(iii) Award is made accordingly;

(iv) No order as to costs.

N. K. VANI, Presiding Officer
[No. L. 12012/48/71-LRIII]

S.O. 1288.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employer in relation to the State Bank of India and their workmen, which was received by the Central Government on the 24th April, 1973.

BEFORE THIRU G. GOPINATH, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, MADRAS.

(Constituted by the Central Government).

Monday, the 9th day of April, 1973

Industrial Dispute No. 41 of 1972

(In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of State Bank of India, Madras-1).

BETWEEN

The workmen represented by :—

The General Secretary, State Bank of India Employees and Sub-staff union, Hussainy Mansions, 36/37, Angappa Naicken Street, Madras-1.

AND

The Secretary and Treasurer, State Bank of India, North Beach Road, Madras-1.

Reference :

Order No. L. 12012/43/72/LRIII dated 26-9-1972 of the Ministry of Labour and Rehabilitation, Department of Labour and Employment, Government of India, New Delhi.

This dispute coming on for final hearing on Saturday the 17th day of March, 1973 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. S. Janakiraman, Advocate for the workmen and of Thiruvalargal M. R. Narayanaswamy and N. Balasubramanian, Advocates for the Bank and having stood over till this day for consideration, this Tribunal made the following.

AWARD

This is an industrial dispute between the Management of the State Bank of India and their workmen referred for adjudication by the Government of India in respect of the matter specified in the schedule annexed to the order of reference. The schedule is as follows :

"Whether the action of the Management of the State Bank of India in withholding the annual increment of Shri S. Thangavelu during the pendency of disciplinary proceedings against him is justified? If not, to what relief is the said Thangavelu entitled?"

2. The relevant facts are not in dispute. One Shri Thangavelu, the employee concerned in this case, was a head clerk in what is now designated as the Madras Main Branch of the State Bank of India. The Bank has a scheme, whereby it assists its employees to buy scooters and motor cycles, by providing 80 per cent of the cost of the vehicle, repayable in not more than 48 monthly instalments, with interest at 2-1/2 per cent. The conditions of the advance are that the employee should utilise it to buy a scooter or motor cycle as the case may be, within a month of the date of payment of the advance and (2) he should produce to the Bank, the registration certificate of the vehicle, within a month of availing of the advance and execute a hypothecation agreement like Ex. M-2, hypothecating the vehicle to the Bank. Shri Thangavelu applied for an advance of Rs. 2,500 for the purchase of a scooter and executed an agreement in the form exhibited as Ex. M-1 and received the loan on 24-1-1969 He did not purchase a scooter within the stipulated period of one month. Under the terms of the agreement, he had to repay the loan immediately. The management called upon him on 31-5-1969 to return the advance and also informed him that if he failed to refund the advance, he would be liable for disciplinary action (Ex. W-1). This was followed by another letter from the Bank to Shri Thangavelu dated 31-5-1969, asking him to refund the advance with interest at 9-1/2 per cent per annum (Ex. W-2). As there was no compliance with these letters, a charge memo dated 4-9-1969 was issued to Shri Thangavelu, specifying two charges against him. The first charge was that he having availed of a loan of Rs. 2,500 for the purchase of scooter under the Bank's scheme, had neither purchased a scooter nor repaid the advance and that at the time he availed the loan, he had no intention to purchase a scooter and that he had mis-used an amenity offered to members of the staff and obtained the advance by a misrepresentation and put the money to wrong use, and thereby committed an act prejudicial to the interest of the Bank and hence a gross misconduct in terms of para 512(4)(j) of the Sastry Award read in conjunction with paragraph 18.28 of the Desai Award. The second charge was an act of wilful in-subordination for disobedience of lawful and reasonable orders of the management in that, despite repeated reminders, he neither executed a 'B' Form (Ex. M-2), nor closed the loan account within the stipulated time. Shri Thangavelu submitted an explanation and thereafter a domestic enquiry was held on the charges by one Shri S. Venkatachari, a Staff Officer of the Bank. This was on 8-4-1970. The enquiry officer found Shri Thangavelu guilty of the first charge and exonerated him of the second (*vide* the findings Ex. M-6 dated 1-7-1970). By its letter dated 23-7-1970, the management proposed to award the punishment of stoppage of increment for a period of one year (Ex. W-5). Shri Thangavelu submitted his explanation against the proposed punishment in terms of Ex. W-8 dated 28-8-1970. Under Ex. M-7 dated 16-9-1970, the management passed an order under paragraph 521 (5)(d) of the Sastry Award read in conjunction with paragraph 18.28 of the Desai Award, stopping the increment of Shri Thangavelu for one year, and he was informed that his next increment would fall due on 1-4-1971. Against this order of punishment, Shri Thangavelu preferred an appeal to the appellate authority, who declined to interfere.

3. At the time of the charge sheet, Shri Thangavelu was drawing a pay of Rs. 465 exclusive of allowances. Being an employee who joined the services of the bank prior to 31-1-1950, his annual increment fell due on the first of April each year, as per the provisions of the Sastry Award. Normally, he would have reached the maximum in his scale on 1-4-1970 as per the revised scales of pay finalised in September, 1970, which would have become effective as from 1-1-1970. The basic pay of Shri Thangavelu as on 1-1-1970 was to be Rs. 515 and with effect from 1-4-1970, Rs. 550. The complaint of the Union is that Shri Thangavelu became entitled to his annual increment, which would have taken him to Rs. 550 with effect from 1-4-1970 and that it was illegal for the management to have withheld this increment, as from 1-4-1970. It is further alleged by the Union that by withholding the increment due to Shri Thangavelu on 1-4-1970 and imposing the same as a punishment by its order dated 16-9-1970 postponing the next annual increment of

Shri Thangavelu to 1-4-1971, the management not only deprived Shri Thangavelu of his annual increment which fell due on 1-4-1970 itself, together with all the other attendant benefits but also had deprived him permanently of his personal pay, for the rest of his service.

4. Though in the claim statement, the Union has prayed for a direction that the punishment of stoppage of one increment imposed by the management by its order dated 16-9-1970 is void and therefore liable to be set aside, the prayer in the rejoinder is to hold that the action of the management in withholding the increment due to Shri Thangavelu on 1-4-1970 was illegal, inasmuch as the increment was not withheld on any punishment for any proved misconduct on that day, and that even if there was a disciplinary action pending against him, there was no justification for the management to withhold the increment, which Shri Thangavelu was entitled to on 1-4-1970. It is also contended that the management had no power or justification to give retrospective effect to the order of punishment of stoppage of increment passed on 16-9-1970. In the light of the order of reference, it is clear that the correctness of the order of punishment dated 16-9-1970 is not in question. The subject-matter of the reference is the propriety of the action of the management in withholding the annual increment of Shri Thangavelu, during the pendency of disciplinary proceedings.

5. The question whether the Management of the State Bank of India was justified in withholding the annual increment of Shri Thangavelu during the pendency of disciplinary proceedings against him, that is, with effect from 1-4-1970, has to be answered primarily if not solely on the basis of the directions in the Sastry Award and the Desai Award. Para 85 of the Sastri Award deals with the question of the grant of increments. Since it has been accepted and reproduced in substance in the Desai Award para 5.117, that portion of the Sastry Award need alone be referred to. It reads thus :

> "Workmen should normally have the benefit of the annual increments as a matter of course, provided there is not a substantially good reason to deprive them of the same either because of their misconduct or gross inefficiency. The wage scale has to be so devised that it provides for the growing needs of the workmen and his family. Stoppage of increment, therefore, is more or less by way of punishment. The giving of increments should not be regarded as a matter of bounty at the sweet will and pleasure of the management. At the same time, the management should have the right to see that workmen keep up the normal standard of efficiency and not lapse into indifference and inefficiency because of the assured prospect of an incremental scale. We, therefore, direct that increments should normally be given and stoppage of increments by management should be only by way of punishment for proved misconduct or gross inefficiency. As a working rule, if in the previous year there are three adverse remarks in the service register of the workman entered against him as a result of the management's enquiry into his conduct and after consideration of any explanation given by him, it may be taken as a *prima facie* case for stopping the increment at the next stage and for the next year. If an employee's increment is to be withheld it should only be done after a proper charge-sheet has been framed against him and he has been given adequate opportunity to defend himself. The order in writing withholding the increment should also mention whether it will have the effect of postponing future increments."

It is clear from the above that increments should be granted to the employee as a rule and withholding thereof is an exception. It is further explicit that the stoppage of increment by the management should only be by way of punishment for proved misconduct or gross inefficiency. It is equally manifest that if an employee's increment is to be withheld or stopped, it should be only after a charge-sheet has been framed against him and he has had an opportunity to defend. Admittedly, Shri Thangavelu was not given his increment on 1-4-1970, which he was normally entitled to. Therefore, there was a withholding of his increment on 1-4-1970 and this was obviously long before the conclusion of the disciplinary proceedings against Shri Thangavelu. In other words, the withholding of his increment was not as a punishment for any proved misconduct or gross inefficiency. There can be no doubt that on the face of it, the action of the management in withholding the increment of Shri Thangavelu on 1-4-1970 was in violation of the terms of the Sastry Award, inasmuch as it directs that such withholding of increment can be made only by way of punishment.

6. Thiru M. R. Narayanaswamy, the learned counsel for the management however argued that the direction in the Award is that increment should **normally** be given, that it is not therefore automatic and that when a misconduct is alleged, or an enquiry is pending against the employee, the circumstances are not normal and that therefore the employee cannot complain when he is not given his increment, under such circumstances. It is true that a charge-sheet had been issued to Shri Thangavelu on 4-3-1969 and that on 1-4-1970 when the increment was due to him, an enquiry into the charge was pending and hence he was under a cloud. But I certainly cannot see eye to eye with Thiru Narayanaswamy's contention that this would afford a right to the management to withhold the increment of Shri Thangavelu on 1-4-1970, on the basis that the circumstances, so far as he was concerned, were far from normal. Para 85 of the Sastry Award should not be read in isolation but has to be read with Para 86, which gives the clue to the meaning of the word 'normally' in paragraph 85, and it shows that the abnormal circumstance contemplated by the Award is the dwindling of profits, and was so considered by the Sastry Tribunal. This has been approved by the Desai Award. In fact, when 85 itself directs that the stoppage of increment should only be by way of proved misconduct, it is idle to contend that just because there is a charge pending against the employee, which, on that date, had not been proved, his increment could be withheld. In this connection, I may repeat the observations in the Sastry Award to the effect that the giving of increment should not be regarded as a matter of bounty, at the sweet will and pleasure of the management.

7. It is then urged by the learned counsel for the management that what was done by the management was only to defer the payment of increment by reason of the fact that there was an enquiry pending against Shri Thangavelu, that it was purely a tentative decision, and that the Sastry Award does not prevent the management from deferring or postponing the increment. I am unable to agree with this argument either. There is nothing in para 85 of the Award which allows the management to defer the increment at any stage. There was also no intimation sent to Shri Thangavelu that his increment was being deferred. In fact, at no stage before the conclusion of the domestic enquiry against Shri Thangavelu was he informed that his increment was deferred. Furthermore, I fail to see any real distinction between 'deferring' and 'withholding' of increment. Thiru Narayanaswamy no doubt drew my attention to the meaning of the words 'withhold' and 'defer' in the Concise Oxford Dictionary, which says that withholding is refusal to grant whereas deferring is postponing or putting off. But it must be noticed that when the management postponed the increment, they in effect withheld it; for, an employee is normally entitled to his increment and when you do not give his increment when it is due, you are only withholding it, which the management is not justified in doing, in view of the Sastry Award, except in a case of proved misconduct or gross inefficiency. Therefore, the management cannot justify its stand in not giving the increment to Shri Thangavelu on 1-4-1970 on the basis that there was no prohibition in the Sastry Award from deferring increment pending departmental enquiry.

8. Thiru Narayanaswamy then invited my attention to Ex. W-11, which refers to an agreement between the management and the All India State Bank of India Staff Federation, whereunder the management was allowed to defer sanction of increments against employees against whom disciplinary proceedings were pending for a period of 9 months from the date when the annual increment fell due. The present Union, that is, the State Bank of India Employees' Union is admittedly not a party to that agreement. The agreement, it will be noticed, runs contra to the specific directions in the Sastry Award. Further, this agreement is subsequent to the disciplinary action taken against Shri Thangavelu. Therefore, Ex. W-11 can in no way help the management to justify its stand that in spite of the Sastry Award, it could defer the payment of increment to Shri Thangavelu as and from 1-4-1970. There can be no doubt that the management when it failed to give the increment due to Shri Thangavelu

on 1-4-1970 withheld his increment. According to Para 85 of the Sastry Award, it can only be done after a proper charge sheet has been framed against him and he had been given adequate opportunity to defend himself. This envisages that such withholding of increment could only be after the enquiry was over and when punishment was imposed on him. The order of punishment is dated 16-9-1970. What the management did from 1-4-1970 to 16-9-1970 was to withhold the increment and thereafter to stop it by the order dated 16-9-1970 (Ex. M-7). In other words, the management had withheld the increment that fell due and payable to Shri Thangavelu as and from 1-4-1970, even before he had an opportunity to defend himself. This is clearly in violation of the Sastry Award.

9. The learned counsel for the management argued that the management had passed the order Ex. M-7 after a proper enquiry, that its propriety is not challenged and since that order has stopped the increment of Shri Thangavelu as and from 1-4-1970, the Union cannot have that order vacated or set aside in an indirect manner which would be the result of holding in favour of the Union in this reference. We are here concerned only with the justification of the action of the management in withholding the increment of Shri Thangavelu on and from 1-4-1970, pending disciplinary proceedings. We are not now concerned with what the management could or could not do on 16-9-1970 in exercise of its disciplinary powers. The validity of Ex. M-7 is beyond the pale of this controversy. Undoubtedly, the management has not paid the increment of Shri Thangavelu on 1-4-1970 when it was due and in so withholding the increment the management acted contrary to the direction in the Sastry Award. I do not see any force in the contention of the learned counsel for the management that it is incumbent on the Union to question the propriety of Ex. M-7 itself and that so long as that is not done, the Union cannot question the action of the management in withholding the increment of Shri Thangavelu, with effect from 1-4-1970. It was also urged for the management that Ex. M-7 could have retrospective operation. The operative part of Ex. M-7 reads as follows :

> "Accordingly, your increment is stopped for a period of one year in terms of paragraph 521(5)(d) of the Sastry Award read in conjunction with paragraph 18.28 of the Desai Award. Your next increment will fall due on 1st April, 1971 subject to your conduct and work being satisfactory."

It is worthy of notice that the order does not specifically say that the increment of Shri Thangavelu has been stopped from 1-4-1970. That has to be implied from the order, since it says that his next increment will fall due only on 1-4-1971. I am unable to hold that the management is in order in giving retrospective effect to Ex. M-7. What has, in fact, happened in this case is that the punishment has preceded the finding; for the increment had been withheld even on 1-4-1970. It is true that the management has the power to impose the punishment of stoppage of increment, but that could be only in respect of future increments and not in respect of increments falling due prior to a finding of misconduct or gross inefficiency. The management has not shown any authority in justification of its action in not paying the increment to Shri Thangavelu on and from 1-4-1970; that is to say, before the date of Ex. M-7. To put it differently, the management is not entitled to withhold or stop the annual increment with retrospective effect on account of the pendency of disciplinary proceedings in the absence of any provision in the Sastry Award, empowering the management to do so.

10. I have to notice one more argument of Thiru Narayanaswamy for the management. He contends that the demand of the Union was, at all material times, for vacating Ex. M-7 and that the present dispute in the form presented in the reference was never taken up by the Union before and that therefore the reference is untenable and invalid. In this connection, he refers to Ex. W-10 to W-12. Ex. W-10 is the letter of the Union to the Regional Labour Commissioner (Central) dated 16-4-1971, in which the Union has requested the management to rescind Ex. M-7. Ex. W-12 is again another letter addressed to the Regional Labour Commissioner (Central), reiterating this demand, among others. It is true that the Union was at all material times pressing for the recession of the order dated 16-9-1970. At the same time, from Ex. W-10, it is seen that the action of the management in withholding the increment of Shri Thangavelu from 1-4-1970 was also challenged. It is therefore not correct to say that the dispute in the present form was never raised by the Union. The learned counsel for the management also relied on the decision in "Sindhu Resettlement Corporation, Ltd. Vs. Industrial Tribunal." (1). In that case, the Union had requested the management for payment of retrenchment compensation and did not raise any dispute for reinstatement. It was held by the Supreme Court that since no such dispute for reinstatement was raised before the management, the State Government was not competent to refer the question of reinstatement as an industrial dispute for adjudication by the Tribunal and that the State Government could have only referred the dispute relating to payment of retrenchment compensation. This decision can be of no assistance to the management, since the Union has, in this case, questioned the right of the management to withhold the increment of Shri Thangavelu, during the pendency of the disciplinary proceedings against him. Thus, on the first part of the reference, I have to hold that the action of the management of the State Bank of India in withholding the increment of Shri Thangavelu, pending disciplinary proceedings, is not justified.

11. The latter part of the reference deals with the relief, to which Shri Thangavelu is entitled. At the time when the charge sheet was issued to Shri Thangavelu, he was drawing a basic pay of Rs. 465 per month, excluding allowances, in the time scale 156-8-180-10-200-15-290-25-490. There was admittedly a revision of scales of pay, finalised in September, 1970, but which became effective on and from 1-1-1970, when the basic pay of Shri Thangavelu was Rs. 515 per month, exclusive of allowances. It is further clear from Ex. W-17 that the basic pay of Shri Thangavelu, with effect from 1-4-1970 was to be Rs. 550. That is to say, had Shri Thangavelu become entitled to his annual increment on 1-4-1970, it would have taken his pay to Rs. 550 with effect from that date, as against Rs. 515 which he was drawing on 1-1-1970. He would also be entitled to a personal pay of Rs. 35 as per Ex. W-17 from 1-4-1970. His Dearness Allowance would also be increased consequently. Thus, the monthly benefits which he would be entitled to for the period 1-4-1970 to 16-9-1970, had his increment not been withheld would be as follows :

Arrears of Increment	:	Rs. 192.50
Personal Pay	:	Rs. 192.50
Dearness Allowance	:	Rs. 190.00
		Rs. 575.00

Shri Thangavelu would be entitled to be paid this amount.

(12) In the result, an award is passed accordingly, Dated, this the 9th day of April, 1973.

G. GOPINATH, Presiding Officer.

WITNESSES EXAMINED

For both sides : None.

DOCUMENTS MARKED

For workmen :

Ex. W-1/9-5-69—Letter from the State Bank of India to Thiru S. Thangavelu asking him to refund the advance.

Ex. W-2/31-5-69—do—

Ex. W-3/30-10-69—Notice of enquiry issued to Thiru S. Thangavelu by the State Bank of India.

Ex. W-4/21-3-70—Notice issued by the Enquiry Officer to Thiru S. Thangavelu notifying the date of enquiry.

Ex. W-5/23-7-70—Letter from the State Bank of India to Thiru S. Thangavelu proposing to award punishment.

Ex. W-6/28-7-70—Letter from Thiru S. Thangavelu to the State Bank of India requesting to furnish copies of Enquiry Proceedings and Findings and to postpone the hearing.

Ex. W-7/5-8-70—Letter from the State Bank of India to Thiru S. Thangavelu postponing the hearing for 28th.

Ex. W-8/28-8-70—Explanation by Thiru S. Thangavelu to Ex. W-5.

Ex. W-9—Appeal by Thiru S. Thangavelu against the order of the Disciplinary Authority.

Ex. W-10/16-4-71—Letter from the Union to the Regional Labour Commissioner (Central), Madras requesting for conciliation.

Ex. W-11/26-11-71—Letter from the Assistant Labour Commissioner (C), Madras to the Union enclosing a copy of letter dated 17-11-71 of the State Bank of India.

Ex. W-12/21-12-71—Letter from the Union to the Regional Labour Commissioner (Central), Madras requesting to direct the Bank to restore the increments.

Ex. W-13/21-8-65—Staff circular No. 43 regarding revision of pay scales of clerical and cash department and subordinate staff.

Ex. W-14/1-8-67—Staff circular No. 60 regarding revision of pay scales of clerical and cash department and subordinate staff.

Ex. W-15/18-3-70—Staff circular No. 21 regarding -do-

Ex. W-16/3-4-70—Staff circular No. 24 regarding -do

Ex. W-17/23-9-70—Staff circular No. 44 regarding -do-

For Management :

Ex. M-1—Form A agreement (skelcton form).

Ex. M-2—Form B agreement (skeleton form).

Ex. M-3/4-9-69—Charge sheet issued to Thiru S. Thangavelu (copy).

Ex. M-4—Letter from Thiru S. Thangavelu to the State Bank of India stating that the advance will be repaid within a month (copy).

Ex. M-5/8-4-70—Enquiry proceedings (copy).

Ex. M-6/1-7-70—Findings of the Enquiry Officer (copy).

Ex. M-7/16-9-70—Order of the Management stopping increment for a period of one year.

G. GOPINATH, Presiding Officer.

Note : The parties are directed to take return of their document/s within six months from the date of the award.

[No. 12012/43/72-LR III]

S.O. 1289.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Ahmedabad in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 24th April, 1973.

BEFORE SHRI INDRAJIT G. THAKORE, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, AHMEDABAD

Reference (ITC) No. 1 of 1971

BETWEEN

The Management of the State Bank of India, Ahmedabad.

AND

Shri A. R. Bhatt.

In the matter of terminating the services of Shri A. R. Bhatt, Clerk of the Works.

Appearances :

Shri G. G. Mehta, Advocate—for the Bank.

Shri N. J. Mehta, Advocate—for the Workman.

AWARD

This industrial dispute between the employers in relation to the Management of the State Bank of India, and Shri A. R. Bhatt, a workman of the bank in respect of the matter specified in the schedule was under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred for adjudication to the Central Government, Industrial Tribunal, Bombay, by the order of the Government of India, Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment) No. 23/8/69/LR III, dated 24th December, 1970. As the workman concerned in the dispute requested the Central Government for the transfer of the case from Bombay to Ahmedabad and as the Central Government considered the request as reasonable, in exercise of the powers conferred by section 7A and sub-section (1) of section 33B of the Industrial Disputes Act, 1947, the Central Government withdrew the proceedings in relation to the said dispute pending before the Central Government Industrial Tribunal, Bombay, and transferred the same to me by their Order No. 23/8/69/LR III, dated 17th February, 1971, with a direction to proceed with the said proceeding from the stage at which they were transferred and dispose of the same according to law.

The dispute that is referred to me is as follows :—

"Whether the action of the Management of State Bank of India, Bhadra, Ahmedabad, was justified in terminating the services of Shri A. R. Bhatt, Clerk-of-works, with effect from the 7th December, 1968 ? If not, to what relief is he entitled ?"

In this matter, the statement of claim was filed by the worker on 20th day of January, 1971. The company filed a written statement on 26th day of February, 1971. In the said written statement, no preliminary objection as such was taken by the Bank. However, in para (2) of the statement of claim, the workman, *inter alia*, stated that he was a 'workman' under the Industrial Disputes Act, 1947, and was covered by the terms and conditions of the Shastri and Desai Awards and certain settlements. In para (7) of the statement of claim, he has *inter alia*, further stated that he was a workman under the Industrial Disputes Act, 1947, and that Shastri Award and the Desai Award and the various settlements and agreements between the Bank and the workmen applied to him and the fact that he was a temporary servant does not disentitle him to the protection of the aforesaid awards and settlements.

Dealing with para (7) of the statement of claim, the Bank in its written statement denied that Shri A.R. Bhatt is a 'workman' under the Industrial Disputes Act, 1947, as contended. The Bank denied that the Shastri Award or the Desai Award or the various settlements and agreements between the Bank and the workmen apply to the workmen as contended. To this written statement filed by the Bank, a written rejoinder was filed by the worker on 25th day of March, 1971, to which the Bank filed a Rejoinder, dated 11th August, 1971. In para (5) of the Reply, the workman has stated that he was on the Bank staff as per the appointment order and was 'a workman' as per the Industrial Disputes Act, 1947, his salary being Rs. 500 p.m., and the service conditions as are applicable to workman staff of the Bank are applicable to him. In the written reply to the Rejoinder, the Bank has, *inter alia*, stated as follows :—

"The respondent denies that the applicant is a workman within the definition of the Industrial Disputes Act as alleged. The respondent submits that the applicant's appointment was for purely temporary and contractual and the provisions of Award, Agreement, Settlement etc. applicable to other members of the staff did not apply to him. The respondent denies that the service conditions as are applicable to the workman staff of the respondent are applicable to the applicant as alleged. The respondent submits that as the applicant is not a workman within the meaning of Industrial Disputes Act and as the Agreement, Award, Settlement etc. do not apply to him, this Honourable Court has no jurisdiction to entertain the application in question."

Neither in the written statement nor in the rejoinder, this preliminary point as such was raised by the Bank. In the case of the reply, however, the Bank denied that the applicant was a workman under the Industrial Disputes Act. No reasons why he was not a workman under the Industrial Disputes Act according to the Bank, have been indicated in the written statement or in the subsequent reply

After the matter was ready for hearing, the hearing started and the workman was examined by his counsel. Before, however, the evidence started no written application or oral request was made to this Tribunal to determine the issue whether the applicant was a workman' under the Industrial Disputes Act, 1947, and whether this Court had, therefore, jurisdiction to determine this question or not. After the evidence of the applicant was over, Shri K. Vankatachari, Chief Officer (Law) was examined on behalf of the Bank. Thereafter, the evidence concluded and Shri N. J. Mehta, Advocate for the workman, extensively made his submissions to this Tribunal. After Shri Mehta concluded his arguments, Shri G. G. Mehta, counsel for the Bank, began to make his submissions that this Tribunal has no jurisdiction to determine this issue as the applicant was not a workman under the Industrial Disputes Act, 1947. He was, therefore, called upon by me for the sake of convenience to make submissions in writing of a preliminary nature which he proposed to argue. The workman was also called upon by me to give a written reply to the preliminary contentions raised by the Bank which were given and put on record. In the same, objection has been raised on behalf of the applicant to allow the Bank to raise the preliminary contentions now at this stage. The objection taken is in this form:—

> "The Bank has vaguely stated in its written statement that the applicant is not a workman. But no particulars or facts or grounds on the basis of which the Bank contends that he is not a workman have been set out. On the contrary, the Bank contended before the Conciliation Officer that the applicant was a temporary employee and was, therefore, not a Workman. Therefore, the applicant has always understood the aforesaid contention to cover only the contention that the applicant is not a workman because he is a temporary workman. All other grounds on which the applicant is contended not to be a workman are set out for the first time in the memo. of preliminary contentions. They have not been mentioned in the written statement of the Bank at all. They raise mixed questions of law and facts. The parties have absolutely closed their evidence. The Bank should not be allowed to raise contentions which require factual basis to be laid. In view of the above, the Bank should not be allowed to raise the aforesaid contention because it is not a pure contention of law but it raises a mixed question of law and facts and the proper factual foundation for the said contention has not been laid in the pleadings."

The Bank has submitted in reply that they had denied in their written statement, dated 26th February, 1971, that the applicant was a workman under the Industrial Disputes Act, 1947, in para (7) and submitted in para (8) that in the circumstances the application of the applicant may be dismissed; that again in their rejoinder they had denied that the applicant was a workman within the definition of the Industrial Disputes Act and further that this Court had no jurisdiction to entertain the application. They have submitted that in the circumstances they were entitled to make submissions in respect of this preliminary objection on the evidence produced; that if the workman wanted to lead any evidence in this respect since they had denied that he was a workman, he should have done so. The Bank has also submitted that there is even ample evidence before this Tribunal to come to a conclusion on the preliminary points raised. The Bank has further submitted that the question of jurisdiction of this Tribunal is a question of law which can be raised at any stage.

It appears to me that there is considerable substance in the objection raised by Shri N. J. Mehta on behalf of the workman. In fairness, the Bank should have in their written statement and reply raised the question of jurisdiction as a preliminary issue and not merely incidentally referred to it in their denials. A mere denial that he is not a workman under the Industrial Disputes Act, 1947, hardly has any meaning unless the reasons, therefore, are indicated as has been done now, *viz.*, that he is not a workman because he is not employed in an industry as defined in the Industrial Disputes Act, 1947, as also because he is employed in a supervisory capacity and his salary per month exceeds Rs. 500 In any event, the preliminary point ought to have been canvassed before the evidence of the workman started. This is particularly so because the point raised is certainly not a pure question of law but the answer would depend upon facts whether the activity in which he is employed by the State Bank of India constitutes an industry or not as defined in the Industrial Disputes Act, whether the duties performed by the workman were of a supervisory nature or not and whether his salary per month exceeds Rs. 500 or not, which are all questions of fact and the determination of the preliminary issues raised depends on the determination of these facts. To say the least, this is extremely unfair to the applicant. As, however, these are questions which go to the root of my jurisdiction and as they were indicated though vaguely in the written statement, though not as they should have been, I have not disallowed their raising this preliminary objection. No application has been made on behalf of the workman that they desire to lead further evidence in view of the question being raised in this manner at a later stage. In the circumstances, I am dealing with the preliminary points raised in the light of the evidence that has been produced.

As stated earlier, the preliminary objections have been reduced to writing and are on record. For all practical purpose, they may be recast as follows :—

(1) That the applicant was not a workman inasmuch as he was employed in a supervisory capacity and drew wages exceeding Rs. 500 per mensem.

(2) The activity in which he was employed, *viz.*, the extension or building construction work of the Bank was not an industry as defined in Section 2(j) of the Act He was not employed in industry inasmuch as the extension or the building construction work of the Bank wherein he was employed as clerk-of-works was not an industry as defined in Section 2(j) of the Act.

The first question which I shall deal with is whether he was employed in a supervisory capacity or whether his duties were of a supervisory nature. This has to be inferred from the oral evidence on record and on certain documentary evidence.

The applicant is a B.E. (Civil) of the Gujarat University. He was appointed in connection with the work for extension of the original building of the State Bank as a clerk-of-works. In his examination-in-chief he has stated as follows :—

> "I had to work on the site under instructions from the architects and consulting engineers and see that the work was carried out according to specifications. I was working in a technical capacity and it required technical knowledge. My duties consisted of *inter alia* checking the mixture, checking the bill of measurements submitted by the contractor and submitting day to day report of the progress of the work to consulting architect and engineer. I had also to check whether proper materials were utilised. All these duties required technical knowledge."

In his cross examination he has, *inter alia* stated as follows :—

> "I agree that the duties of a clerk of works include (1) day to day supervision on site; (2) interpretation of drawings (checking mix, lime, level, etc.); (3) coordination between various contractors; (4) checking of quality of work; and (5) checking the bills submitted by contractors. Progress Report submitted by the clerk-of-works includes work done during the day. The discussion of clerk-of-works with Architects include (1) Reasons for work not done (2) Particular and further details of work to be carried out. All our duties are subject to the final approval from the architect and consulting engineer and the clerk of the works cannot make any change without our previous instruction in writing from architect and consulting engineer."

Shri K. Venketachari, Chief Officer (Law) of the State Bank of India, has in his evidence, *inter alia*, stated as follows :—

> "They work under the supervision of architects but are under the administrative control of the Bank officers.

Their work primarily consists of supervising the construction work on behalf of the Bank."

According to the Law Officer, again the post of premises engineer is entirely different from the post of a clerk-of-works.

The 'Workman' is defined in Section 2(s) of the Industrial Disputes Act, 1947, and the portion relevant for our purpose is as follows :—

> "Workman" means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory technical or clerical work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-
>
> ... ...
>
> (iv) who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the power vested in him, functions mainly of a managerial nature."

The work "Supervise" has been defined in the "Webster's New World Dictionary" as follows :—

> "L. super—, over * videre, to see, to oversee or direct (work, workers, a project, etc.); superintendent."

In order to be a workman, a person has to be employed to do any manual, clerical supervisory or technical work. It, however, does not follow therefrom that whenever a technical man is employed in an industry, it must be held that he is employed to do technical work irrespective of the manner in which and the occassions on which the technical knowledge of that person is actually brought into use. The question would be whether he is doing technical work or he is doing supervisory work. Supervisory work has, however, always been understood as supervision over others and presupposes the employment of a number of persons under him. That is the sense also in which the words used herein are understood and explained by the Supreme Court.

The idea of a supervisor ordinarily presupposes a number of persons working under him whether skilled, semi-skilled or unskilled. His duty is to allot and distribute work, to see whether they work properly or not, to initiate if necessary, disciplinary proceedings, recommend or grant leave etc. This may involve even some kind of technical knowledge, but if his duties consist of overseeing the work of others and directing them, he would be a supervisor, but the essential idea of supervision appears to be a person overseeing the work of a number of others. In the first instance, from the duty list given this essential requisite of supervisory work does not appear to be satisfied. The work of construction of extension of the premises is entrusted to a contractor. It is the contractor who brings his men, supervises the work and is responsible for carrying out the work as per specifications. There is not an iota of evidence, not even a suggestion made at the hearing that the workmen of the contractor who work, under the direction and control of Shri Bhatt, or that Shri Bhatt exercises any kind of jurisdiction or control over them. There are also no workers or assistants employed under Shri Bhatt and it is common ground that Shri Bhatt is the only person employed for this work by the Bank. He is working, if at all, under the directions of the architect. His duties as detailed by them were to check the mixture check the bills submitted by the contractor, submit day to day report of the progress of the work to the consulting architect and to check whether proper materials were utilised. It is true that in the cross examination he has stated that the duties of a clerk-of-works include day to day supervision on site, but the supervision referred to is not supervision over the contractor's men, or control and direction over the contractor's men, but the supervision is as to checking the materials used, checking the quality of work and checking whether work was according to specifications or not. This, in my opinion, is very different from supervisory work and is work of a technical nature.

In Lloyds Bank Ltd., and Panna Lal Gupta and others (reported in 1961, L.L.J., Vol. I, page 18), there was the question of payment of a certain allowance to certain persons and before a clerk could claim a special allowance his work must appear to have some element of supervisory character. Their Lordships observed.—

> "The work that is done by the clerks in the audit department substantially consists of checking up books of accounts and entries made in them. This checking up is primarily a process of accounting, and the use of the word "checking" cannot be permitted to introduce a consideration of supervisory nature. The work of checking the authority of the person passing the voucher or to enquire whether the limit of authority has been exceeded is also no doubt work of a checking type but the checking is purely mechanical, and it cannot be said to include any supervisory function. If we take into account the six classes of clerks specified in Cl. 9, it would suggest that in respect of each one of them there would normally be some persons working under the persons falling in that clause; in other words, a person claiming the status of a supervisor in Cl. 9 should normally have to supervise the work of some others who are in a sense below him."

Furtheron they have observed.—

> "It was always a matter of determining what the primary duties of an employee were—did he do clerical or manual work; if the answer was in the affirmative, he was a workman; were his duties of a supervisory nature; if the answer was in the affirmative, he was not a workman. In considering the latter aspect of the problem industrial adjudication generally took the view that the supervisor or officer should occupy a position of command or decision and should be authorised to act in certain matters within the limits of his authority without the sanction of the manager or other supervisors."

In Burmah Shell Oil Storage & Distribution Company of India Ltd. and The Burmah Shell Management Staff Association and Others, (reported in 1970, II, LLJ, p. 590) the question was whether a number of persons described as junior management staff who claimed to be workmen were workmen or not. From the said decision, it appears to me that the following principles follow:—

(1) For an employee in an industry to be workman under S. 2(s) of the Industrial Disputes Act, he must be employed to do skilled or unskilled manual work, supervisory work, technical work, or clerical work. If the work done by an employee is not of such a nature, he would not be a workman.

(2) Where an employee is required to do more than one kind of work, i.e., where he would be doing manual work as well as supervisory work, or clerical work as well as supervisory work, or technical work as well as clerical work, the principle now well settled is that he must be held to be employed to do that work which is the work he is required to do even though he may be incidentally doing other types of work or, in other words, what were his principal and main duties.

(3) That whenever a technical man is employed in an industry, it does not follow that he is employed to do technical work irrespective of the manner in which and the occasions on which the technical knowledge is brought into use.

(4) If a person's work depends upon special mental training or scientific or technical knowledge and if a man is employed because he possesses such faculties and they enable him to produce something as a certain of his own, he will have to be held to be employed on technical work even though in carrying out that work he may have to go through a lot of manual labour. If a man is merely employed in supervising the work of others, the fact that for the purpose of proper supervision, he is required to have technical knowledge, will not convert his supervisory work into technical work.

In the light of these principles they have considered whether a number of categories like transport engineers, district engineers, foreman (chemicals), fuelling superintendents and chemists, sales engineering representatives, blending supervisors, foreman, etc., are doing technical work

or supervisory work, but it is apparent from the discussions of their Lordships in respect of each category that only those who had a certain number of men working under them and whose work they were overseeing have been considered as doing supervisory work. Thus, the transport engineer had 58 persons working under him. Amongst these 58 persons, 13 were mechanics, 22 fitters, 3 turners, 2 welders, 5 auto-electricians, 2 carpenters, 3 painters and the remaining 8 were semi-skilled or unskilled mazdoors. Shri G. G. Mehta has relied on one or two observations of their Lordships of the Supreme Court. However, I do not think those one or two observations can be torn out of the context. It was clearly put to the witness as follows.—

> "I put it to you that you are employed principally to supervise, control and co-ordinate the activities of the contractors and the company's men in the district for all the construction and maintenance work?"

His answer was :— "Yes, that is true."

The district engineer, therefore, was employed principally to supervise, control and coordinate the activities of the contractors and the company's men in the district for all construction and maintenance work and his duties were, therefore, considered to be supervisory. They have further observed.—

> "On the other hand, it appears that the principal work, for which he is employed, is that of supervision inasmuch as he is required to supervise work done by others instead of doing the work himself"

It also appeared that he controlled and directed the work of draughtsman, fitters and painters throughout the district.

The foreman (chemicals) duties were considered and he had 20 workmen under him in the chemical department, including checkers, general workmen, packers and chemical mixers. He admitted that he allotted work to the workman under him who were 20 in number. Further, he had another 20 workmen under him for lory filling of furnace oil. Though he denied that he was responsible for their discipline, he admitted that he makes reports to the officer-in-charge whenever an occasion arises. He recommends the promotion of the men working under him and he is entitled to select a person for acting in a higher capacity for the day when the person occupying the higher job is absent.

The fuelling superintendent's duties were held not to be supervisory as it was clear that the main and substantial work which he did not that of supervising the work done by the few workmen who assisted him, but his own manual work which he carried out at the depot as well as when delivering oil to the aircraft.

In All India Reserve Bank Employees' Association and another and Reserve Bank of India and another (reported in 1965, II, LLJ, p. 175), their Lordships of the Supreme Court observed.—

> ". . . . . These employees distribute work, detect faults report for penalty, make arrangements for filling vacancies, to mention only a few of the duties which are supervisory and not merely clerical."

Shri G. G. Mehta has relied with a good deal of conviction on the decision of the Supreme Court in the State Bank of Bikaner and Jaipur and Shri Hari Har Nath Bhargava, (reported in 1971, II, LLJ, p. 321) in support of his contention that a person need not have subordinates working under him to perform supervisory duties. In the said decision a claim for what is known as supervisory special allowance was made and granted particularly because the person concerned was given certain power of attorney. With respect to the learned counsel, this decision has no relevance whatsoever to the facts of the present case. Their Lordships were not herein called upon to decide as to what work could be considered supervisory work for the purpose of Section 2(s) of the Industrial Disputes Act or who could be considered employed in a supervisory capacity for the purpose of the said section.

As is clear from the Award in respect of banks of Shri K. T. Desai (para 5.220 at page 131) under the scheme of Shastri Award separate scales of pay were provided for members of the subordinate staff. Among the members of the clerical staff and of the subordinate staff there were various categories of workmen. Wage differentials had to be provided for different categories of workmen falling within the aforesaid two broad classes by special allowances. In paragraph 162 of its award the Shastri Tribunal has observed that it was but right that persons with special qualifications or skill required for discharging work carrying with it greater responsibility than routine work should have higher emoluments than an ordinary workman. The Shastri Tribunal considered the various ways by which the extra payment may be provided for and observed that it would be simpler on the whole to solve the problem by providing for a lump sum allowance called 'special allowance' in each of such cases where it considered the same was called for and provided the varying allowances for different categories of employees. The categories that were so entitled to were devided into 9 and category 9 consisted of supervisory, superintendents, sub-accountants, departmental in charges, employees in charge of treasury pay offices. The question both in the Lloyds Bank case and in the case now relied upon by Shri G. G. Mehta was whether some persons fell in this category 9 and were entitled to the special allowance provided for that category. The question did not arise for consideration at all as to what duties were contemplated as supervisory under Section 2(s) of the Industrial Disputes Act. It appears to me that at the time of te Shastri Award the definition of the word 'workman' was different and did not include persons doing supervisory work. This was included only after the amendment to the definition of workmen in 1966. Even before the Desai Award both at the time of the Shastri Award and Desai Award there was no evidence about the duties of a supervisory nature discharged by various persons in various banks. This is very clear from para 5.217 (page 130) of the Desai Award. In the circumstances, in my opinion, this decision has no bearing at all on the interpretation of Section 2(s) of the Industrial Disputes Act, 1947.

It appears to me, therefore, from these and a large number of other decisions which need not be referred to that one of the essential ingredients to consider to be supervisory duties has been that the person must have a number of persons working under him whose work he supervises. Shri Bhatt undoubtedly had no persons working under him. He was not having any supervisory power over any of the workers of the contractor. He was either supervising the materials used or checking whether the work was carried out according to specifications or checking the bills which were submitted by the contractor, things very different from supervising the work of men. I am, therefore, of the view that Suri Bhatt was not employed in a supervisory capacity but was employed to do technical work.

But even if Shri Bhatt was employed in a supervisory capacity he would not cease to be a workman. He would only cease to be a workman if he drew wages exceeding Rs. 500 per mensem or exercised either by the nature of the duties attached to the office or by reason of the power vested in him functions mainly of a managerial nature. It is not the bank's case that he was exercising functions mainly of a managerial nature. In the circumstances, even if he was employed in a supervisory capacity he would still be a workman unless he drew wages exceeding Rs. 500 per mensem. Now, there is no doubt that he was being paid Rs. 500 per mensem. Even the Bank has admitted that his salary including all allowances was Rs. 500 per month. The same would only exceed if the overtime allowance and leave allowance paid to him were taken into consideration. The Bank has at a late stage produced the figures of overtime allowance and leave allowance paid to Shri Bhatt. The statement of figures, *inter alia*, is as follows.—

Overtime Allowances

Sr. No.	Month	Amount of over time due and payable.	Paid on
1.	September, 1967	Rs.93.75	5-10-67
2.	October, 1967	60.00	8-11-67
3.	April, 1968	131.25	6- 5-68

Leave Allowances

Sr. No	Period	Amount of leave allowances	Paid on	Payment
		Rs. P.		
1.	42 days	677.45	19-9-70	Payment by Payment order No. 16/5322. Dt. 19-9-70.

2.	—do—	22.55 (Balance claimed	8-12-70	Payment by order No. 16/7137 Dt.8-12-70.

From this it appears that Shri Bhatt was paid a certain amount of overtime in September, 1967, and October 1967, and a certain amount of overtime in April, 1968. It is also obvious from this that no overtime was paid to Shri Bhatt from May onwards till the date of his discharge in 1968. I am not concerned herein with the question whether overtime was included in the term 'Wages' for certain purposes. I am only concerned with the question whether 'overtime would be included in the expression 'being employed in a supervisory capacity drawing wages exceeding 500 rupees per mensem." It appears to me even a little shocking to suggest that Shri Bhatt was not a workman because his wages including overtime occasionally exceeded 500 rupees per month. It is nowhere suggested that it was a condition of service that Shri Bhatt should every month put in a fixed number of overtime hours for which he would be paid a certain overtime every month. The overtime concerned herein is overtime occasionally that may have to be put in and the figures of overtime during two years are produced, only in which show that he earned overtime 3 months. If the argument advanced by the bank was accepted and such overtime included for the purpose of interpretation of Section 2(s)(iv) the status of a person would vary from month to month according to the accidents of his overtime working, he being a workman during some months and not a workman for other months. The suggestion to include overtime for the purpose appears to me to be too frivolous to require serious consideration and whether overtime is wages for certain purposes or not under the Industrial Disputes Act or any other Act, I have not the slightest doubt that they cannot be taken into consideration at least for the purpose of Section 2(s)(iv) of the Industrial Disputes Act, 1947, where the overtime is not a regular invariable feature as in the present case.

Reliance was again placed on certain payments made to Shri Bhatt in respect of leave which he was not allowed to enjoy. Under Section 35 of the Shops & Establishments Act a person becomes entitled to a certain number of days of leave with wages when he works for a certain number of days. Now, what he becomes entitled to is leave with wages and not additional wages on having put in a certain number of days' service. It is true that under certain contingencies, again referred to in Section 35, when a person is not able to avail of this leave, he is paid cash compensation for the same, but it passes my understanding how this can be included in his wages per month. Ordinarily a person earns wages for such number of days he has worked during a month or leave with wages for such days of the month on which he has not worked for which leave is due to him. Wages paid in lieu of leave under certain contingencies cannot, in any event, be included in his wages per mensem for the purpose of Section 2(s)(iv). I am therefore, of the view that Shri Bhatt did not draw wages exceeding Rs. 500 per month. I am also of the opinion that Shri Bhatt was employed to do technical work and not supervisory work. Even assuming that I am wrong in my conclusions and Shri Bhatt was employed to do supervisory work, or in other words employed in a supervisory capacity, even then he would be a workman under Section 2(s) as he did not draw wages exceeding Rs. 500 per mensem or exercised functions mainly of a managerial nature.

The next question that falls to be considered is whether he was employed in an industry, for to be a workman under Section 2(s) he must be a person employed in any industry. An industry is defined in Section 2(j) of the Industrial Disputes Act, 1947. It is submitted that the extension of the building construction work of the Bank was not an industry as defined in Section 2(j) of the Act; that the extension work of the bank did not fall within the banking business or any other business for which the bank was constituted under Section 3(1) of the State Bank of India Act 1955 it being not a business at all. Shri N. J. Mehta has submitted that this is again a mixed question of law and fact and this question was not raised in the pleadings or even in the evidence and cannot be allowed to be raised. He has further submitted that he was employed in an industry because the bank was carrying on various activities which constituted an industry and Shri Bhatt was employed in the work of supervision of the building of the bank, that work was an ordinary part of the work of the bank, that he was directly employed by the bank on its staff; paid salary from the bank, took orders from the bank, worked under the supervision and control of the bank and exercised certain duties on behalf of the bank; that this was part and parcel of the activities of the bank; that the bank had power to construct or to get constructed buildings for its own business and also the power to get the work supervised by engaging employees and that the applicant was, therefore, employed in an industry.

I have already considered earlier the objection of Shri N. J. Mehta. However, I would prefer to deal with this matter also on merits in view of the fact that all the evidence necessary for the purpose of the determination of this question is, in my opinion, on record. I do not think it necessary for me to deal with the State Bank of India Act, 1955, or its various provisions in detail. Section 32 and 33, inter alia, deal with the business which a State Bank may transact. Section 34(6) inter alia is as follows.—

> "Save as otherwise provided in section 33, the State Bank shall not own or acquire any interest in immovable property except for the purpose of providing buildings or other accommodation in which to carry on the business of the State Bank or for providing residences for its officers and other employees:
>
> Provided that if any such building or other accommodation is not immediately required for any of the purpose of the State Bank, the State Bank may utilize it to the best advantage by letting it out or in any other manner."

Now, there is not the slightest doubt that the State Bank is constituted for transacting various businesses mentioned in Section 32 and 33 and that it can own and acquire interest in immovable property for the purpose of providing accommodation in which to carry on the business of the State Bank. The State Bank for the purpose of carrying on its business at various places would require accommodation. For the purpose it may acquire buildings, build buildings extend its buildings or obtain accommodation on hire. Whilst its main business will be banking all these activities in connection with accommodation required for the purpose of banking would undoubtedly be activities incidental to its main business of banking activity. I am not herein called upon to answer the question whether if the State Bank chose to build a building for the purpose of providing accommodation in which to carry on the business of the State Bank, the same would be an industry under the Industrial Disputes Act, 1947. In the present instance, the State Bank has not chosen to build a building itself, but is building the same through contractors. But the State Bank wanted accommodation for its business at Ahmedabad. For the purpose it chose to expand the existing premises at Bhadra and chose to get the work done of extension of premises through contractors. But even if the work was done through contractors, a certain amount of supervision over the contractors was essential on behalf of the Bank and for the purpose it utilized the services of an architect on the one hand and a clerk-of-works on the other. I have not the slightest doubt that since the accommodation was required for the banking business of the State Bank and since even the construction of such building for banking business required some amount of supervision over the execution of the work, that would be work incidental to the banking business of the bank. A large number of authorities have been cited by both sides but it is not necessary for me to burden this award with all those authorities. There can now hardly be any doubt that persons employed in such incidental activities would be persons considered employed in the industry and any other view would lead to fantastic results.

In the dispute between J. K. Cotton Spinning and Weaving Mills Company, Ltd., and Labour Appellate Tribunal of India and others (reported in 1963 II, LLJ, p. 436) the question arose whether malis employed for looking after certain gardens attached to the bungalows could be considered to be employed in the industry. In the said case, 10 malis were appointed by the company for the maintenance of gardens attached to the bungalows of some of the officers of the mills which were situated in the compound of the mills while others were employed for looking after the gardens attached to Kamla Niwas which is a residential building allotted to the governing director of the mills and which is also situated within the compound of the mills. Some of the malis had to work in the gardens attached to the residential buildings of the director-in-charge of the

mills. The gardens which were looked after by these malis were not gardens attached to the mills as such. It appears that in the large and expansive colony of the mills, the factory of the mills was inside a compound. Outside this compound of the factory, but within the colony of the mills, were situated the bungalows occupied by the officers of the mills and the director. It was these gardens attached to these bungalows that were looked after by the 10 malis. The malis were appointed by the company. A small amount was collected from the officers as a contribution to their salaries and the bulk of their salaries were paid by the companies. The contributions by the officers were credited to the revenues of the company and from the funds of the company the malis were paid their wages. The appointment of the malis was made by the company. Their work was supervised and controlled by the company and they were liable to be dismissed by the company.

It was contended in this matter that crucial words used in the definition prescribed by S. 2(s) are "employed in any industry;" that the industry consisted of spinning and weaving operations and the malis had obviously nothing to do with the spinning or weaving operations and they were not employed in the industry of the company and the fact that they were employed by the company would not make them workmen under the Act. Dealing with this argument, the Supreme Court observed:—

> "Thus presented, the argument is no doubt **prima facie** attractive; but as soon as we begin to examine it more carefully, it breaks down. If the construction for which Mr. Pathak contends is accepted without any modification, clerks employed in the factory would not be workman, because on the test suggested by Mr. Pathak, they are not employed in the spinning or weaving operation carried on by the appellant and yet, there is no doubt that clerks employed by the appellant to do clerical work are workman under S. 2(s), and so, the literal construction of the clause "employed in any industry" cannot be accepted and that means that "employed in any industry" must take in employees who are employed in connection with operations incidental to the main industry, and once we are compelled to introduce this concept of incidental connection with the main industry, the literal construction for which the appellant contends has to be rejected.
>
> It is, of course, not very easy to decide what is the field of employment, included by the principle of incidental relationship, and what would be the limitations of the said principle. If sweepers are employed by the appellant to clean the premises of the mills, that clearly would be work incidental to the main industry itself, because though the work of the sweepers have no direct relation either with the spinning or weaving, it is so manifestly necessary for the efficient functioning of the industry itself that it would be irrational to exclude sweepers from the purview of S. 2(s). If buses are owned by the industry for transporting the workmen, would the drivers of such buses be workmen or not? It would be noticed that the incidental connection in the present illustration is one degree removed from the main industry; the workmen who work in the industry are intended to be brought to the factory by the buses and it is these buses that the drivers run. Even so, it would not be easy to exclude drivers of buses engaged by the factory solely for the purpose of transporting its employees to the mills from their respective homes and back, on the basis that they are not workmen under S. 2(s). Mr. Pathak was unable to resist the extension of the definition to such cases; but, nevertheless, he attempted to argue that though sweepers who sweep the premises of the factory may be called workman, sweepers who sweep the area around the factory may not be included under S. 2(s). Sweeping the area outside the factory, it is argued, may be incidentally connected with the main industry, but this incidental connection is indirect and remote, and so, this class of employees must be excluded from the definition. We are not prepared to accept this argument. In our opinion, an employee who is engaged in any work or operation which is incidentally connected with the main industry of the employer would be a workman provided the other requirements of S. 2(s) are satisfied.
>
> In this connection, is it hardly necessary to emphasise that in the modern world industrial operations have become complex and complicated and for the efficient and successful functioning of any industry, several incidental operations are called in aid and it is the totality of all these operations that ultimately constitutes the industry as a whole. Wherever it is shown that the industry has employed an employee to assist one or the other operation incidental to the main industrial operation, it would be unreasonable to deny such an employee the status of a workman on the ground that his work is not directly concerned with the main work or operation of the industry. Reverting to the illustration of the buses owned by the factory for the purposes of transporting its workmen, if the bus drivers can legitimately be held to assist an operation incidental to the main work of the industry, we do not see why a mali should not claim that he is also engaged in an operation which is incidental to the main industry.
>
> While we are dealing with this point, it is necessary to bear in mind that the bungalows are owned by the appellant and they are allotted to the officers as required by the terms and conditions of the officers' employment. Since the bungalows are allotted to the officers, it is the duty of the appellant to look after the bungalows and take care of the gardens attached to them. If the terms and conditions of service require that the officers should be given bungalows and gardens are attached to such bungalows, it is difficult to see why in the case of malis who are employed by the appellant, are paid by it, and who work subject to its control and supervision and discharge the function of looking after the appellant's property, it should be said that the work done by them has no relation with the industry carried on by the appellant. The employment is by the appellant, the payment is substantially by the appellant, the continuance of service depends upon the pleasure of the appellant, the conditions of service are determined by the appellant, subject, of course, to the standing orders prescribed in that behalf, and the work assigned to the malis is the work of looking after the properties which have been allotted to the officers of the appellant. Like the transport amenity provided by a factory to its employees, bungalows and gardens are also a kind of amenity supplied by the employer to his officers and the drivers who look after the buses and the malis who look after the gardens must, therefore, be held to be engaged in operations which are incidentally connected with the main industry carried on by the employer. It is true that in matters of this kind it is not easy to draw a line, and it may also be conceded that in dealing with the question of incidental relationship with the main industrial operation, a limit has to be prescribed so as to exclude operations or activities whose relation with the main industrial activity may be remote, indirect and far-fetched. We are not prepared to hold that the relation of the work carried on by the malis in the present case can be characterized as remote, indirect or far-fetched. That is why we think that the labour Appellate Tribunal was right in coming to the conclusion that malis are workmen under the Act".

This decision has been followed by the Supreme Court in a number of other decisions as also in a recent decision in the case of the Ahmedabad Mfg. & Calico Ptg. Co. Ltd. and Ram Tahel Ramanand and others (reported in 1972), II, LLJ, p. 165), I have no doubt that Shri Bhatt was employed in one of the incidental duties connected with the industry of banking which was the main activity of the State Bank and was employed in the industry. It was admitted by Shri G. G. Mehta that the answer to these two questions which I have dealt with answer all other questions raised by him in the preliminary point which is on record. The preliminary points raised by Shri G. G. Mehta are, therefore, overruled.

I shall now deal with the merits of the demand. The dispute that is referred to my adjudication is whether the action of the management of the State Bank of India, Bhadra, Ahmedabad, was justified in terminating the services of Shri A. R. Bhatt, clerk-of-works, with effect from 7th December, 1968, and, if not, to what relief is he entitled. However, in order to fully appreciate the circumstances under which Shri Bhatt's services came to be terminated, it would be necessary to narrate a few facts and circumstances in brief that happened during the course of his employment. It appears that Shri A. R. Bhatt is a B.E. (Civil) of the Gujarat University having taken his degree in the year 1961. It appears some time in 1963 there appeared in the Times of India an advertisement for the State Bank of India for the post of clerk-of-works. After being interviewed, Shri Bhatt was given an appointment letter by the architect, Shri Hasmukh C. Patel on 14th May, 1963, [Ex. C/3(3)] appointing him as a clerk-of-works for the above referred to project, i.e., as a clerk-of-works for an extension to State Bank of India, Bhadra, on behalf of the State Bank of India on a consolidated salary of Rs. 375/- per month. A letter, dated 18th August, 1964, was addressed by Shri A. R. Bhatt to Shri K. H. Desai, State Bank of India, Central Office, Bombay, enquiring whether since he had applied against the advertisement of the State Bank of India and as interview was also taken by the Agent along with the Architect and as the architect has given him an appointment order on behalf of the State Bank, he was an employee of the State Bank or the Architect. It also, inter alia, pointed out that he had to work on Sundays and holidays and had also to work often late upto 1-30 p. m. and at night also and that he had put up the overtime amounting to 400 hours including Sundays and holidays. He had also asked for certain increments, leave, bonus and a number of other things which are not relevant and sought certain clarifications. It appears that objection was taken to his direct representation and Shri H. C. Patel called Shri A. R. Bhatt and explained the position to him verbally. A letter was also addressed to the Agent of the State Bank by Shri H. C. Patel, the architect, regarding Shri Bhatt [Ex. C/3(6)]. By their letter, dated 19th October, 1964, [Ex. C/3(7)], Shri D. S. Herwathe, the agent of the Bank, inter alia, informed Shri Bhatt as follows:—

> "We have been advised by our Bombay Head Office that they have now decided to appoint you on the Bank's staff with effect from the 1st October, 1964 on an all inclusive salary of Rs. 475 per month (not entitled to any superannuation benefits, overtime or bonus). It should be definitely understood that the appointment is purely temporary and will be continued for the duration of the present extension of the building. It will also be subject to termination on one month's notice from either side....."

By his letter, dated 18th December, 1964, (Ex. C-12) addressed to Shri H. C. Patel, Shri Bhatt accepted the proposals and the said acceptance was communicated by Shri H. C. Patel, the architect, by his letter, dated 18th December, 1964, (Ex. C-13). It, however, appears that though Shri Bhatt had accepted the offer of the company and accepted the appointment, he was in fact not satisfied with the terms and conditions of the appointment. I shall only indicate a few of them. The working hours of all bank employees, other than subordinate staff, were 36. Shri Bhatt was required to work 48 hours in a week. The bank employees were given leave as per what is known as Shastri Award in respect of bank employees as subsequently revised by the Desai Award in respect of bank employees. Shri Bhatt, however, was to start with not given any leave whatsoever, neither under the Shastri Award nor under Desai Award, nor even as per the Shops & Establishments Act. The bank employees were paid overtime as per Shastri-*cum*-Desai Award after 36 hours of working. Shri Bhatt was not paid any overtime either under Shastri Award or under Desai Award or even as per the Shops & Establishments Act. The bank employees were paid certain amount of bonus. Shri Bhatt was not paid any bonus whatsoever. The bank employees were given certain medical benefits, but Shri Bhatt was not given any benefit. There were a certain number of agreements regarding permanency of temporary employees. By and large this provided for a temporary worker being made permanent after about 9 months. Shri Bhatt was treated as temporary, having been appointed on a temporary job. Shri Bhatt was not considered entitled to any annual increment. The letter of the bank, *inter alia*, stated that he was being appointed on bank's staff. Shri Bhatt deduced from this that he would be entitled to all the benefits that would be given to all other bank staff as per the Shastri Award. The bank, however, was of the view that the Shastri-*cum*-Desai Award in terms did not apply to temporary or casual workers like Shri Bhatt. Considerable correspondence ensued about a year after his appointment in regard to some of these topics, some part of which is produced and is on record. Shri Bhatt tried to persuade the bank to extend some of these benefits to him and the bank categorically stuck to its stand that he was not entitled to any of those benefits.

The bank by its letter, dated 22nd February, 1966, [Ex. C/19(32)] informed Shri Bhatt that the bank had decided to raise his consolidated salary from Rs. 475 to Rs. 500 per mensem with effect from 1st January, 1966, provided he agreed to the terms mentioned in the letter. The letter made it clear that he would not be entitled to any superannuation benefits, overtime or bonus; that the salary offered was all inclusive; that the appointment was purely temporary; that he would not be entitled to annual increments in salary or benefits or leave according to the bank rules. The letter further made it clear that the appointment was for the duration of the present extension of the building subject to the termination by the other side on giving one month's notice.

It appears that even if the Shastri or Desai Award did not apply to Shri Bhatt, in any event, under the Shops and Establishments Act the Bank was legally bound to give to Shri Bhatt leave as per the provisions of the Act. The Bank, however, under some misapprehension refused to give any leave to Shri Bhatt. The Shops & Establishments Officer visited the Bank on 20th April, 1966, to make enquiries and check certain records. As the register of hours of work and register for leave with salary in respect of Shri Bhatt for the period from 1st October, 1964, to 19th April, 1966, were not available and as Shri Bhatt was not provided with leave with salary book duly filled in, a complaint was lodged in the Court of City Magistrate, Ahmedabad, against the Bank. A summons was also issued by the City Magistrate's Court, Ahmedababd, requiring the Chief Accountant to appear before the Court. It also appears from the letter written by the secretary and treasurer of the Bank to the head office that at one stage the magistrate indicated his unwillingness to permit the withdrawal of the case as he had received information to the effect that the bank was going to victimise Shri A. R. Bhatt in view of the complaint lodged by him. However, the complaint was ultimately permitted to be withdrawn and Shri Bhatt was given leave as per the Shops & Establishments Act. It also appears that though at one time no bonus was paid to Shri Bhatt, subsequently the Bank realised that it was bound to pay bonus under the Payment of Bonus Act, 1965, to Shri Bhatt and the same was also paid.

The offer of increase of salary from Rs. 475 to Rs. 500, however, was subsequently withdrawn by the Bank by their letter, dated 22nd June, 1966. Shri Bhatt had become a member of the Bank's union and Shri Bhatt's case was taken up by the union who also wrote to the bank in connection with Shri Bhatt. Conciliation proceedings started but during the conciliation proceedings the bank did not budge from its position and turned down several offers of settlement made. The Conciliator submitted his failure report to the Government. It may also be mentioned that in the meanwhile in the year 1967 the Bank wanted a clerk-of-works for its Baroda branch. The post was advertised for which Shri Bhatt applied. Although a number of persons were called for interview, Shri Bhatt was not one of them. As the persons who were interviewed were not found satisfactory, the Bank subsequently appointed one Krishna Murthy as clerk-of-works on a salary of Rs. 800. Before the failure report was submitted by the conciliator on 18th March, 1968, the offer to refer the dispute to arbitration was accepted by the union on behalf of Shri Bhatt but turned down by the bank. By their letter, dated 24th August, 1968, the Government of India informed the union that they did not consider the dispute fit for reference to an industrial tribunal for adjudication as, in their opinion, the action of the management did not appear to be unjustified. A writ petition against the Union of India for issuing a writ of mandamus or any other appropriate writ under Article 226 of the Constitution of India was filed before the High Court of Gujarat by Shri Bhatt in November, 1968. By their letter, dated 7th December, 1968, [Ex. C/3(16)] the Bank informed Shri Bhatt, *inter alia*, as follows:—

> "We refer to our letter No. CA/ASM/6477, dated the 22nd February, 1966, in terms of which you were appointed as a temporary clerk-of-works. As you were engaged on a purely temporary basis and

as your services are no longer required, you are hereby informed that your services are terminated with immediate effect'

It is this order of termination which is the subject matter of dispute in this proceeding.

The true legal position about the jurisdiction of Industrial Tribunal in dealing with cases of this kind is no longer in doubt. The powers of the industrial tribunal first came to be considered by the Labour Appellate Tribunal in the dispute between the Buckingham & Carnatic Mills Ltd., and Their Workers (reported in 1951, II, LLJ. p. 314). In para 8, their Lordships observed:—

"In the case before us, the standing order provides for three types of cases in which the services of an employee can be terminated, namely, (1) automatic termination for absence without leave for a stated period, or for overstaying leave without satisfactory explanation; (2) discharge on notice or in lieu thereof payment of wages for a certain period without assigning any reason and (3) dismissal for misconduct. In cases where the ground alleged by the employer is misconduct, rules of procedure to be followed before the order of dismissal is passed are also laid down in the standing orders. In our opinion these three types have to be considered separately. In all these types, the requirement of bonafides is essential. The termination of service in colourable exercise of the power or as a result of victimisation or unfair labour practice or of caprice, should be prevented, as otherwise some of the fundamental rights and principles which we have noticed above would be violated. Arbitrary conduct or unnecessary harshness on the part of the employer, judged by the normal standard of a reasonable man, may be cogent evidence of victimisation or unfair labour practice".

"In the first type of cases our view is that an industrial tribunal would be at liberty to examine the explanation offered by the employee for his absence and other circumstances also for the purposes of seeing whether the employer acted with an honest purpose. In the second type of cases, even when the standing order authorises discharge on notice without assignment of reason the scope of enquiry would be similar....."

In Chartered Bank, Bombay, and Chartered Bank Employees Union and another (reported in 1960, II, LLJ, p. 222 at p. 226) their Lordships of the Supreme Court observed as follows:—

"In Buckingham and Carnatic Company, Ltd., etc. v. workers of the company, etc. (1951-II L.L.J. 314), the Labour Appellate Tribunal had occasion to consider this matter relating to discharge by notice or in lieu thereof by payment of wages for a certain period without assigning any reason. It was of opinion that even in a case of this kind the requirement of bona fides is essential and if the termination of service is a colourable exercise of the power or as a result of victimization or unfair labour practice the industrial tribunal would have the jurisdiction to intervene and set aside such termination. Further it held that where the termination of service is capricious, arbitrary or unnecessarily harsh on the part of the employer judged by normal standards of a reasonable man, that may be cogent evidence of victimization or unfair labour practice. We are of opinion that this correctly lays down the scope of the power of the tribunal to interfere where service is terminated simpliciter under the provisions of a contract or of standing orders or of some award like the Bank award. In order to judge this, the tribunal will have to go into all the circumstances which led to the termination simpliciter and an employer cannot say that it is not bound to disclose the circumstances before the tribunal. The form of the order of termination is not conclusive of the true nature of the order, for it is possible that the form may be merely a comouflage for an order of dismissal for misconduct. It is therefore, always open to the tribunal to go behind the form and look at the substance; and if it comes to the conclusion, for example, that though in form the order amounts to termination simpliciter it in reality cloaks a dismissal for misconduct, it will be open to it to set it aside as a colourable exercise of the power".

In U. B. Dutt & Co. (Private) Ltd. and its workman (reported in 1962, I, LLJ, p. 374), the claim that was put forward on behalf of the company was that it was entitled under rule 18(a) of the standing orders which was a term of contract between the appellant and its employees to dispense with the services of any employee at any time by just giving 14 days' notice or paying 12 days' wages. Dealing with this contention, their Lordships observed.—

"We are of opinion that this claim of the appellant cannot be accepted, and it is too late in the day for an employer to raise such a claim, for it amounts to a claim "to hire and fire" an employee as the employer pleases and thus completely negatives security of service which has been secured to industrial employees through industrial adjudication for over a long period of time now. As far back as 1952, the Labour Appellate Tribunal had occasion to consider this matter relating to discharge by notice or in lieu thereof by payment of wages for a certain period without assigning any reason: (See Buckingham and Carnatic Co., Ltd., etc. v. Workers of the company, etc. (1951-II L.L.J. 314). It was of opinon that even in a case of this kind, the requirement of bona fides is essential and if the termination of service is a colourable exercise of the power or as a result of victimization or unfair labour practice, the industrial tribunal would have the jurisdiction to intervene and set aside such termination. Further it held that where the termination of service is capricious, arbitrary or unnecessarily harsh on the part of the employer judged by normal standards of a reasonable man, that may be cogent evidence of victimization or unfair labour practice. These observations of the Labour Appellate Tribunal were approved by this Court in Chartered Bank, Bombay v. Chartered Bank Employees' Union (1960-II L.L.J. 222) and Assam Oil Company v. Its workmen (1960-I L.L.J. 587). Therefore if, as in this case, the employer wanted to take action for misconduct and then suddenly dropped the departmental proceedings which were intended to be held and decided to discharge the employee under rule 18(a) of the standing orders, it was clearly a colourable exercise of the power under that rule inasmuch as that rule was used to get rid of an employee instead of following the course of holding an inquiry for misconduct, notice for which had been given to the employee and for which a departmental inquiry was intended to be held....."

"Learned counsel for the appellant, however, urges that the employer was empowered to take action under rule 18(a) of the standing orders and having taken action under that rule, there was nothing for it to justify before the tribunal We have already said that this position cannot be accepted in industrial adjudication relating to termination of service of an employee and has not been accepted by industrial tribunals over a long course of years now and the view taken by industrial tribunals has been upheld by this Court in the two cases referred to above. Learned counsel for the appellant, however, relies on the decision of this Court in Parshotam Lal Dhingra v. Union of India (1958-I L.L.J. 544). That was, however, a case of a public servant and the considerations that apply to such a case are in our opinion entirely different. Stress was laid by the learned counsel on the observations at p. 561 where it was observed as follows.

"It is true that the misconduct, negligence, inefficiency or other disqualification may be the motive or inducing factor which influences the Government to take action under the terms of the contract of employment or the specific service rule, nevertheless, if a right exists, under the contract or the rules, to terminate the service, the motive operating on the mind of the Government is, as Chagla, C. J., has said in Srinivas Ganesh v Union of India (1957-II L.L.J. 189) (supra), wholly irrelevant".

"It is urged that the same principle should be applied to industrial adjudication. It is enough to say that the position of Government servants stands on an

entirely different footing as compared to industrial employees. Article 310 and 311 of the Constitution apply to Government servants and it is in the light of these articles read with the rules framed under Art. 308 that questions relating to termination of service of Government servants have to be considered. No such constitutional provisions have to be considered when one is dealing with industrial employees. Further an employer cannot now press his right purely on contract and say that under the contract he has unfattered right "to hire and fire" his employees. That right is now subject to industrial adjudication and even a power like that granted by rule 18(a) of the standing orders in this case, is subject to the scrutiny of industrial courts in the manner indicated above. The appellant, therefore, cannot rest its case merely on rule 18(a) and say that having acted under that rule, there is nothing more to be said and that the industrial court cannot inquire into the causes that led to the termination of service under rule 18(a). The industrial court in our opinion has the right to inquire into the causes that might have led to termination of service even under a rule like 18(a) and if it is satisfied that the action taken under such a rule was a colourable exercise of power and was not *bona fide* or was a result of victimization or unfair labour practice, it would have jurisdiction to intervene and set aside such termination ....."

This decision in terms lays down that there is considerable difference in the case of a public servant and others and the considerations that apply in the case of public servants are entirely different and whilst the motive or inducing factor which operated on the mind of the Government may be irrelevant in the case of the Government servants, that would not be so in the case of industrial adjudication. The same law again is restated in the Tata Oil Mills Co. Ltd. versus their workmen (reported in 1966, II, LLJ, at page 602), which is as follows.—

"The true legal position about the industrial court's jurisdiction and authority in dealing with cases of this kind is no longer in doubt. It is true that in several cases contracts of employment or provisions in standing orders authorize an industrial employer to terminate the services of his employees after giving notice for one month or paying salary for one month in lieu of notice, and normally, an employer may, in a proper case, be entitled to exercise the said power. But, where an order of discharge passed by an employer gives rise to an industrial dispute, the form of the order by which the employee's services are terminated, would not be decisive; industrial adjudication would be entitled to examine the substance of the matter and decide whether the termination is in fact discharge simpliciter or it amounts to dismissal which has put on the cloak of a discharge simpliciter. If the industrial court is satisfied that the order of discharge is punitive, that it is *mala fide*, or that it amounts to victimization or unfair labour practice, it is competent to the industrial court to set aside the order and, in a proper case direct the reinstatement of the employees".

The law laid down in the case of the Workmen of Sudder Office, Cinnamara, and The Management of Sudder Office and another, (reported in 1971, II, LLJ, p. 620) relied upon by Shri G. G. Mehta, does not, in my opinion, in any way modify the earlier rulings but reiterates the principles laid down therein. As pointed out by their Lordships in their decision in para (25).—

"We will now proceed to consider whether the order of termination in the case before us is one of simpliciter under the provisions of the standing orders or whether it is really an order of dismissal for misconduct. We will be emphasising in due course that even the Labour Court which held in favour of the workman has not recorded any finding that the action of the management in terminating the services of the workman was *mala file* or amounted to unfair labour practice or was a case of victimisation".

A very large number of decisions have been cited by both sides as to the jurisdiction of this Tribunal. However, in my opinion, the few decisions referred to earlier clearly lay down the law on this subject and it is not necessary for me to deal with all those decisions. It is in the light of the principles laid down in this decision that I shall consider whether the order of discharge passed on 7th December, 1968, was justified. The order of discharge, *inter alia*, states as follows :—

".....As you were engaged on a purely temporary basis and as your services are no longer required you are hereby informed that your services are terminated with immediate effect....."

The order purports to suggest that he is discharged because he is temporary and his services are no longer required. It has been submitted that the services of the opponent have been terminated in accordance with the terms of the contract which give the right to the bank to terminate his services on giving 30 days' notice. The Bank has further submitted that his appointment was for the first phase of construction which was by then completed; that he was, therefore, no longer required and his services were, therefore, terminated. Although a good deal of effort has been made in the beginning to show that he was appointed for the first phase; that that phase was over and, therefore, his services were terminated, in the evidence given by the Law Officer, the ground mentioned has been as follows.—

".....Certain demands were made by Mr. Bhatt. The Bank was not agreeable to concede those demands. The Chairman therefore put it to me that since there was no meeting point between our Adm. Deptt. and Mr. Bhatt, could we not oblige him by terminating his services. There was no question of *mala fides*. I told the Chairman that so long as there was no question of *mala fides*, there could be no objection to termination of his services....."

There thus appear to me two sets of reasons suggested for termination of his services; (1) that he was appointed for the first phase of construction work which was over and therefore his services were no longer required and (2) that his services were terminated because there was no meeting point between his demands and the bank. Although these two points have been suggested in the written statement and have been argued at some length, the first point has practically been given up. However, I shall deal with it very briefly.

It has been suggested that Shri Bhatt was appointed for the first phase of construction work. In support of this contention it has been submitted that at the time of his appointment in October, 1964, no final decision was taken regarding construction beyond the first phase and, therefore, his appointment must be deemed to be only regarding the first phase. I am not inclined to agree with this suggestion at all. The letter of appointment, dated 19th October, 1964, *inter alia*, states as follows :—

".....It should be definitely understood that the appointment is purely temporary and will be continued for the duration of the present extension of the building...."

His appointment is, therefore, for the present extension of building and not for any particular phase thereof. There is no doubt that at the time this appointment was made, the picture of the whole extension of the building was before them. In a letter, dated 4th June, 1964, addressed to the Municipal Commissioner by the Agent at Ahmedabad, they have, *inter alia*, stated as follows.—

"We have to advise that the State Bank of India contemplate opening a new Local Head Office at Ahmedabad to meet the growing need of the industry and public in the Gujarat area. To house the Local Head Office having various departments, we need a bigger building and we send herewith plans of a multi-storeyed buildings submitted by the Bank's Architect, Shri Hasmukh C. Patel."

The plan is attached thereto and the plan is for all the phases. It is clear from this letter that what was contemplated at the time was a multi-storeyed building as per the plan attached which included all the phases and not only the

first phase as is sought to be made out. At the date it appears from the evidence on record that estimates of the requirements of various materials were also taken from the architect and were before them. It is true that the financial sanction in terms of money for extention was taken much after his appointment, but there undoubtedly is a difference between taking a decision for extension and obtaining sanction of money for various phases. I have no doubt that if the idea was to appoint Shri Bhatt only for the first phase the language used in the letter of appointment in view of the preparation made at that time for building a multistoreyed building would have been different. It is not denied that the first phase of the construction to the extent it was possible in view of the enlargement of the scheme was over considerable time before the discharge of Shri Bhatt. At the time Shri Bhatt was discharged, it appears from the evidence that not only a good part of the second but even some part of the third phase was in progress. If Shri Bhatt's appointment was only for the first phase, further orders for his continuance would have been sought from the head office. In none of the correspondence produced has there been a suggestion that the phase for which Shri Bhatt was appointed has been completed. In this connection the letter, dated 26th November, 1968, (Ex. C/20(8)), marked private and confidential, written to Shri Varma by Shri E. M. Cohen, is also relevant. In the said letter produced at the instance of the union, it has been *inter alia* stated as follows.—

> "According to the advice given by the Solicitors, the Bank could follow this course. If we do so, however, it is not unlikely that Shri Bhatt would dispute the termination especially as he has now the backing of the Union and work for which he was engaged is still in progress".

This letter written by Shri E. M. Cohen who was in charge of the Ahmedabad branch gives the lie to the submission sought to be made out in the written statement of the company. It has practically been given a go-by by the Law Officer who was examined because he has categorically stated in his evidence that the dominant reason for terminating his services was that there was no meeting point between his demands and the bank's service conditions; that he was not aware when the first phase of construction was completed and that at the time the decision was taken, the question whether the work for which he was employed was completed or not was not considered. He has further stated that he was not aware of the position regarding the work of construction of building at Ahmedabad. It also appears from the evidence of Shri Bhatt that part of the first phase has still not been completed and possibly will not be completed without completing the other phases. This aspect, therefore, does not require any further consideration. However, I have referred to it only because it throws some light on the approach of the bank and the extent to which it is prepared to go to make out a case of discharge of this one individual.

I shall now deal with the other ground suggested for the discharge that Shri Bhatt was discharged because there was no meeting point between the demand and the service conditions of the bank. This appears to be undoubtedly the true reason of the discharge. The Law Officer has elaborated this in his evidence as follows.—

> "I was consulted by the Bank whether in view of all the circumstances, his service is to be terminated I do not remember the exact point of time when I was so consulted. But I positively remember that the then chairman Shri Dahijia did consult me. I was also consulted regarding some claims made by Mr. Bhatt regarding leave salary, overtime, etc. Certain demands were made by Mr Bhatt. The Bank was not agreeable to concede those demands. The Chairman therefore put it to me that since there was no meeting point between our Adm. Deptt. and Mr. Bhatt, could we not oblige him by terminating his services. There was no question of *mala fides*. I told the Chairman that so long as there was no question of *mala fides*, there could be no objection to termination of his services....."

He has categorically stated that his services were not terminated because of any dissatisfaction with his work. He has admitted further as follows.—

> "....It is true that a large number of demands regarding service conditions have been made by workmen, to which it is not possible for us to agree. We do not terminate their services because we do not agree to their demands, because we have to run the Bank. These are however collective demands. When a demand relates to a particular individual and where the terms of contract are not agreeable we do not retain him in service...."

The whole tenor of the evidence of the Law Officer who is the only witness examined by the Bank is that Shri Bhatt's services were terminated because there was no meeting point between the demands of Shri Bhatt and the bank's desire to meet them; that at the time the decision was taken the question whether the work for which he was employed or not was not considered; that his services were not terminated because of any dissatisfaction with his work. He admits that they do not terminate the services of the workmen. He admits that there are large number of demands regarding service conditions of workmen to which they do not agree and still they do not terminate their services. The difference in this case has been, according to the Law Officer, because the demand related to a particular individual and he did not agree and while others were collective demands. The Law Officer even does not know who has been subsequently engaged after Shri Bhatt's discharge and who is working today. The order of discharge in terms states that his services are terminated because his services are no longer required. It does not appear that the work on which he was employed was completed and his services were no longer required on that account. His services were terminated because the bank did not want to concede the demand of Shri Bhatt. It appears to me that *per se* on evidence of Law Officer the order of discharge passed on Shri Bhatt was *mala fide* and deserves to be queshed and does not require any further consideration whatsoever. It is true that under the terms of appointment of Shri Bhatt he was appointed as temporary and a certain salary was fixed. It is also true that notwithstanding this letter of appointment Shri A. R. Bhatt wanted revision of his salary and other terms and conditions of his employment and also wanted to be made permanent. All the persons employed by the bank who were workmen under the Industrial Disputes Act, 1947, were governed by the terms and conditions laid down by the Desai Award. Shri Bhatt who was appointed by the bank on what the bank calls the bank staff, was deprived of those terms and conditions of service available to almost all the employees of the bank at Ahmedabad who were workmen with the possible exception of Shri Bhatt. The working hours of all of them were thirty six, whereas those of Shri Bhatt were 48. There was also other type of discrimination in his service conditions on some score. Shri Bhatt desired to be treated on par with other workers. Was there anything unusual or unnatural in what he desired. In fact, the bank at one time went to the length of denying him leave even under the Shops & Establishments Act. The bank even tried to deprive him of bonus, a statutory obligation cast on the bank. Shri Bhatt claimed to be a workman under the Industrial Disputes Act, 1947. His demands were undoubtedly demands similar to those made every day by the workman He was a member of the union and union rightly took up his cause and the demand constituted when refused what would be called an industrial dispute. Whether it relates to a single workman or large number of workmen, once the body of workmen take up a dispute, it becomes an industrial dispute. The law of the land has prescribed a machinery for the investigation and settlement of industrial disputes. It was open to the bank to have recourse to this machinery set up by law for the settlement of industrial disputes. Shri Bhatt offered to go to arbitration for the purpose of resolving this dispute but instead of agreeing to arbitration or for joint reference under Section 10(2) of the Industrial Disputes Act, 1947, the bank took up a negative attitude throughout and discharged the worker for making demands which he had every right to make and to persue them in a legal and legitimate manner. The action of the bank, therefore, in discharging him because there was no meeting point, in my opinion, is *per se mala fide* and also amounts to unfair labour practice and victimisation. However, I shall also deal with the other material on record to show that the action of the bank was in this case *mala fide*.

It appears that the State Bank of India which under the Awards of Shri Shastri and Shri Desai was made to pay comparatively generous wages and salaries to all its employees

covered by the award, had no fixed policy regarding the payment of wages to the clerk-of-works. It tried to secure their services as and when required on such rates as it was possible and paid varying rates at different times and at different places and gave them different services conditions. That this is so is very apparent from the information the Bank had been compelled to give during the course of hearing which is Ex. C/19(20). According to the same, persons appointed as clerk-of-works in various places by the Bank at various times were paid as follows:—

Sr. No.	Circle	Name	Salary on Appointment (All inclusive per month Rupees.	Date
1.	Delhi	Shri Diwanchand	450/-	30-5-1964
2.	Delhi	Shri F. D. Kevalramani	600/-	25-6-1965
3.	Delhi	Shri R.C. Jain	650/-	25-8-1965
4.	Delhi	Shri J. S. Khera	650/-	23-2-1967
5.	Bombay	Shri R. G. Sule	450/-	31-8-1965
6.	Central Office	Shri M. H. Jain	1,400/-	1-12-196_
7.	Central Office	Shri A. R. Bhande	450/- with increment of Rs. 50/-p.a.	1-9-1970
8.	Ahmedabad	Shri N. Krishnamurthy	800/-	28-10-1967

Shri Bhatt, according to this exhibit was started on one of the lowest salaries paid by the bank and the bank even refused to give him bonus and leave which it was bound to give even under the statutes and gave the same benefits to him at least in respect of leave after a criminal complaint was lodged. As early as on 25th May, 1966, Shri R. N. Chattur wrote to Shri S. G. Sheth, the State Bank of Ahmedabad, *inter alia,* as follows.—

> "We observe from our records that the salary of Rs. 475 per mensem paid to Shri A.R. Bhatt, Clerk-of-Works is on the high side as compared with those payable to the clerk-of-works in Bombay Circle. We, therefore, consider that it should be possible for you to secure the services of another person on a salary ranging from Rs. 400 to 450 per mensem. Please therefore, arrange to terminate Shri Bhatt's services by giving him one month's notice and submit your recommendations for the appointment of another Clerk-of-works in his place." [Ex. C/20(5)].

On 21st June, 1966, Shri S. G. Sheth informed Shri Chettur [Ex. C/20(2)] that they were arranging in consultation with the bank's architect to appoint another clerk-of-works within the salary range indicated and to terminate the services of Shri Bhatt by giving him one month's notice as soon as they were able to get a suitable substitute in his place. The said letter, however, points out why it was not desirable to terminate Shri Bhatt's services at that stage. The reasons were that the construction was progressing with considerable speed and they were anxious to have the second phase of the construction completed as expeditiously as possible to shift from the present rented premises; that Shri Bhatt was on the job since the construction was undertaken and the work would suffer and it would be difficult to adhere to the time schedule if he was to be changed at that stage and further that it would be difficult to secure the services of another competent clerk-of-works at short notice.

In his letter, dated 29th March, 1967, [Ex. C/20(3)] Shri M. A. Narayanan, the Deputy Secretary & Treasurer, at Ahmedabad states, inter alia, as follows:—

> "....With regard to paragraph 3 of your letter under reply, we regret to advise that the Architects have not so far been in a position to find a suitable Clerk of works to replace Shri Bhatt and consequently, it has not been possible for us to terminate the services of the latter. A copy of the Architect's letter dated the 8th February recently received by us in this respect is enclosed in which they suggest the continuance of Shri Bhatt's services owing to the difficulty of getting a suitable candidate for the post within the salary range prescribed by us."

From para (5)(i) therein, it is again clear that the work for which he was engaged was still in progress and that if a substitute in his place was appointed the same was likely to be misunderstood particularly as Shri Bhatt has not been found lacking in the discharge of his duties during the terms of his service with them. This letter *inter alia,* makes a suggestion that Shri Bhatt's services be transferred to the Architect and he may be given a certain rise in order to satisfy him and as his case now sponsored by the union was pending before the Asstt. Commissioner of Labour.

By his letter, dated 15th October, 1966, [Ex. C/19(31)], written by Shri S. G. Sheth, Secretary & Treasurer, State Bank Ahmedabad, to the Managing Director, it is suggested that if they terminate the services of Shri Bhatt before the case referred in that letter was decided, it may unnecessarily prejudice the interest of the bank when the case came up for hearing. It also further suggests that the bank's architect was on the look out for a suitable substitute in place of Shri Bhatt but they were finding it difficult to secure the services of a competent person for the job within the salary range indicated. It also, *inter alia,* stated that the magistrate before whom the complaint under the Shops & Establishments Act was filed had indicated his unwillingness to permit the withdrawal of the case as he had the information to the effect that the bank was going to victimise Shri A. R. Bhatt in view of the complaint lodged by him.

These letters clearly suggest that the bank was contemplating the termination of Shri Bhatt's services although there was nothing against his work and his work was satisfactory, but because they wanted to get a cheaper man or did not want to pay Shri Bhatt salary as per his demand. There was a fresh opening of the post of a clerk-of-works at Baroda in or about and Shri Bhatt applied for the post. He was working as a clerk-of-works at Ahmedabad at the time for 3 to 4 years and his work was considered satisfactory. Even then he was not called for interview. As those called for interview were not found to be satisfactory, the post was readvertised, but Shri Bhatt was not offered that post. One Shri Krishna Murthy was appointed on that post on a salary of Rs. 800. Although Shri Bhatt enquired in the course of hearing to produce the list of persons who were recommended for being called for interview, no information was given and Shri Bhatt's suggestion was that he was not called for interview although his name was included amongst those who were to be called, out of prejudice against him. The explanation given again that the work was different at Baroda and, therefore, a higher salary was paid also hardly appears convincing. The motive behind the termination of service, is amply made clear by the letter of Shri S.D. Verma addressed to Shri E. M. Cohen, dated 26th October, 1968 [Ex. C/20(9)]. It, *inter alia,* states as follows:—

> "We have given full consideration to Shri Bhatt's case and it occurs to us that his further retention in the Bank's service is not desirable. You are aware that the main reason for which we last deferred termination of his services was the pendency of conciliation proceedings before the Assistant Labour Commisioner (C), Ahmedabad. Apropos the failure of the conciliation proceedings and in the light of the opinion expressed by the Government of India, Ministry of Labour, Employment & Rehabilitation, in their letter dated the 24th August, 1968 to you, to the effect that they do not consider the dispute fit for reference to an industrial Tribunal for adjudication, we need no longer be restrained in taking further appropriate action."

The reply to the said letter written by Shri E.M. Cohen of Ahmedabad to Shri Verma, dated 26th November, 1968, [Ex. C/20(8)] makes it abundantly clear that the work for which he was engaged was still in progress; that if his services were terminated it would be necessary for them to engage a substitute in his place and further that Shri Bhatt has not been found in any way lacking in the discharge of his duties during the term of his service. It suggests that the only ground on which they could justify the action would be; (1) Shri Bhatt's attempts to bring pressure on the Bank to concede to his demand for certain benefits to which he claims he

is entitled by resorting to irregular and irresponsible actions amount to indiscipline; (2) Shri Bhatt's action in submitting representations time and again to higher authorities direct despite our advising him not to do so is highly objectionable, and amounts to gross misconduct. The letter, *inter alia*, states as follows:—

> "No doubt, by resorting to such actions, Shri Bhatt has proved that he is not a desirable person to retain in the Bank's service, but it is a matter for consideration, whether this in itself would be sufficient to establish the bonafides of our action if the matter goes before a court of law as we apprehend it would. On the other hand, we have also to bear in mind the fact that if Shri Bhatt is continued in the Bank's service, he would be a constant source of nuisance as it is difficult to make him mend his ways."

The letter of Shri S. D. Verma, dated 3rd December, 1968, [Ex. C-20(7)] inter alia states as follows:—

> ".....we have considered the matter fully and are of the view that Shri Bhatt's further retention in the rank is not desirable.
>
> Please, therefore, arrange to terminate his services by paying him salary in lieu of notice in accordance with the terms of his contract."

All this correspondence makes it abundantly clear that Shri Bhatt's services were terminated not because the work for which he was employed was completed or because his work was not satisfactory or that there would be no necessity to appoint a substitute, but because he was considered undesirable. The only reason why it appears he has been considered undesirable was his pressing his claims regarding wages, permanency and other terms and conditions of service, and pursuing them through the union by legal methods for getting his grievances redressed. If any of his action amounted to indiscipline, as is suggested, he could not have been discharged without a proper enquiry, but this has not been done. He obviously has been discharged because of other reason suggested. I have already indicated earlier the steps taken by Shri Bhatt for the redress of his grievances. The one appears to be a complaint under the Shops & Establishments Act; the other conciliation proceedings and the next a writ petition against the Govt. of India for not referring his dispute to adjudication, which I have already indicated. Shri Bhatt was perfectly within his rights, according to the present concept of industrial law to agitate for better terms and conditions of service. Merely because the terms and conditions applied to him alone and not to a large group of workers, would not be a bar. He was within his rights to approach the union for the purpose and for getting the matter entered into conciliation and for attempting to get a reference for adjudication of his disputes. A number of clerk-of-works were, in fact paid higher wages at different places than Shri Bhatt. Some of them were getting more leave and some increment. What was wrong in Shri Bhatt contending that the award of Shri Desai, and Shri Sastri applied to him when, in fact, it applied to a very large number of employees. What was wrong in his asking for bonus like the others or having the working hours or leave facilities or medical benefits like others. I am not concerned herein with the question whether Shri Bhatt was in error or whether the bank was in error. These questions will be determined by proper authorities, but I fail to see anything wrong on the part of Shri Bhatt in agitating this matter and Shri Bhatt undoubtedly was discharged because of his seeking revision of his service conditions. I am, therefore, of the opinion that the discharge of Shri Bhatt was mala fide and amounted to victimisation and unfair labour practice.

The next question is the relief to be granted. It is not necessary for me to refer to a large number of authorities referred to by both the sides as to when reinstatement should be granted and when reinstatement should not be granted. The substance of those authorities is that ordinarily reinstatement should be granted, but there may be circumstances when the same may not be granted; that this is a matter of discretion which should be exercised judicially after taking all the circumstances into consideration. I do not thing in the circumstances of this case it would be advisable to order reinstatement. Shri Bhatt was appointed for the duration of the present extension of the building. It may not be strictly relevant whether he was appointed only for the first phase or for all the phases, but even all the phases are now likely to be over according to the evidence some time in 1974. In the circumstances, I do not think this is a fit case where I should direct reinstatement, though in paying compensation I cannot ignore the fact that Shri Bhatt was discharged from service in December, 1968, and the work continued till some time in 1974, 5 to 6 years thereafter.

The next question is the question of compensation. Shri Bhatt has claimed reinstatement plus compensation which works out to Rs. 49,374 (Ex. U-6). This includes a number of itemse like (1) overtime on the basis of 36 hours per week instead of 48 hours; (2) difference in the salary of Rs. 800 per month from 1st January, 1967, to December, 1968; (3) the difference on account of a regular increment for the year 1967 and 1968 to which, according to him, he was entitled as per the Desai Award; (4) difference in bonus paid to him and payable to him on the basis that he was on the regular staff of the bank; (5) medical benefits per year from October, 1964, till today; (6) the difference in leave granted to him under the Shops & Establishments Act on the basis that he was on the staff of the bank and a number of other items.

The determination of this question would depend upon the determination of the question as to whether he was entitled to the benefits of the Desai Award and a number of other questions. The union on his behalf had called upon the Government to refer this dispute for adjudication which the Government of India declined and the writ petition has been filed before the Hon'ble High Court of Gujarat for issue of a writ to the Government of India to refer the dispute. That petition is pending, though after the hearing was over I learnt that the writ has been granted to Shri Bhatt. But so far as I am concerned the question whether Shri Bhatt is entitled to those amounts or not is not before me and in this reference I have no jurisdiction to determine those questions. I shall, therefore, determine the question of compensation in this matter only on the basis of the last salary drawn by him, i.e., of Rs. 500. There is evidence on record as to the period during which Shri Bhatt remained unemployed and the period subsequent to his discharge he has been employed. From November, 1969, onwards Shri Bhatt has joined Vakil Mahta Parikh Sheth, consulting engineers, and he is drawing a monthly salary of Rs. 500 plus a project and outstation allowance of Rs. 200; from July, 1970, to October, 1970, Rs. 550 and an allowance of Rs. 200; from November, 1970, to March, 1971, he was drawing a salary of Rs. 750, plus allowance of Rs. 50, and from April, 1970, onwards Rs. 800 and an allowance of Rs. 50. Prior to 1st November, 1969, he had worked as part time for Vakil, Mahta Parikh Sheth on a salary of Rs. 150 and also worked as an engineer from 1st August, 1969, to 1st November, 1969, with the New Shorrock Mills on a salary of Rs. 400 plus dearness allowance which came to about Rs. 180 per month at that time. Shri Bhatt has claimed, therefore, Rs. 3,000 for about 6 months on the basis of his salary of Rs. 500 which appears to be extremely fair and the bank has led no evidence to show that this amount is not the correct amount. It appears to me, therefore, proper to award Rs. 3,000 as compensation for the period during which he remained unemployed and not more. I have come to the conclusion that the discharge of Shri Bhatt was mala fide. The work for which he was employed, if he had not been discharged, it appears to me would have continued for a good part of 1974. He would have thus got employment for a period of 5 to 6 years after his discharge. I am now not reinstating him because it appears to me that though this was a case of mala fide discharge, since the work is likely to be over in a year or a year and a half, it would be futile to reinstate him. I am, therefore, awarding him compensation in lieu of reinstatement. Whilst no principles can be laid down, there are a number of decisions of the Supreme Court, where large amounts have been awarded as compensation in lieu of reinstatement even to persons who have put in comparatively short period of service. In the case of Assam Oil Company Ltd. and Its workmen, (reported in 1960, I, LLJ, p. 587), where the salary of the respondent was Rs. 535, the Supreme Court thought it proper to award Rs. 12,500 as compensation. However, the amount of compensation to be awarded in lieu of reinstatement would depend upon the facts of each case. It appears to me taking all facts into consideration that in the present instance it would be advisable to award an amount equivalent to twelve months' salary last drawn by Shri Bhatt as compensation in lieu of reinstatement. This would come to about Rs. 6,000. The amount of compensation, therefore, apart from costs, would work out to about Rs. 9,000.

Shri Bhatt's consistent stand has been that he was very much underpaid particularly looking to what was paid to other clerks-of-works; that he was entitled to increments, etc. Further that he was entitled to overtime, bonus and a number of benefits. The amount that would become payable on that score or not would depend upon the ultimate decision as to whether he was entitled to those amounts or not. The Tribunal to which if the matter is ultimately referred, will certainly look into those claims. I would like, however, to make it clear, so far as compensation is concerned, that the compensation has been worked out by me on the basis of 6 months for the period of unemployment and 12 months in lieu of reinstatement, i.e., in all for 18 months. This has been calculated on the last salary actually drawn by him of Rs. 500 and not necessarily on the basis of what salary justifiably he was entitled to. If as a result of any fresh adjudication which may be granted, his salary is revised beyond Rs. 500, with would be desirable that he should be paid the difference. I, therefore, direct as follows:—

(a) Shri Bhatt be paid by way of compensation an amount of Rs. 9,000 (Rupees nine thousand only).

(b) If as a result of any adjudication in future his last salary payable to him is revised upward, the difference between the salary actually paid to him, i.e., Rs. 500 and the salary so fixed multiplied by 18 should also be paid to him.

This adjudication has dragged on for a long time. A large number of preliminary points have been taken up and Shri Bhatt had to incur considerable expense in connection with his adjudication. His stand has been greatly vindicated. I, therefore, direct that he should be paid Rs. 1,000 by way of costs. This would possibly meet only part of the expenses that he has to incur.

I direct that the amount of Rs. 9,000 plus Rs. 1,000 of costs be paid to Shri Bhatt within two weeks from the date this Award becomes enforceable. The remaining amount may or may not become payable and, therefore, no directions as to when it should be paid are given.

INDRAJIT G. THAKORE, Presiding Officer
[No. 23/8/69-LR III]

Ahmedabad,
17th April, 1973.

KARNAIL SINGH, Under Secy.

श्रम और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

आदेश

नई दिल्ली, 19 फरवरी, 1973

का. आ. 1290.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री करतार सिंह की बलुआ पत्थर खान, छावनी, कोटा के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री उपदेश नारायण माथुर होंगे, जिनका मुख्यालय जयपुर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

क्या श्री करतार सिंह की बुधपुरा बलुआ पत्थर खान, छावनी, कोटा (राजस्थान) में नियोजित कर्मकार किसी सवेतन राष्ट्रीय और त्यौहारिक अवकाश-दिन के हकदार हैं ।

[सं. एल-29011/69/72-एल. आर.-4]

ORDER

New Delhi, the 19th February, 1973

S.O. 1290.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sand Stone Mine of Shri Kartar Singh, Chhawani, Kota, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Updesh Narain Mathur as Presiding Officer with headquarters at Jaipur and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the workmen employed in the Budhpura Sand Stone Mine of Shri Kartar Singh, Chhawani, Kota (Rajasthan) are entitled for grant of any paid national and festival holiday?

[No. L-29011/69/72-LR IV]

आदेश

नई दिल्ली, 14 मार्च, 1973

का. आ. 1291.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री खूब चन्द, मैसर्स डालमिया दादरी सीमेंट लिमिटेड, चरखी दादरी खदान के ठेकेदार के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री. ओ. पी. शर्मा होंगे, जिनका मुख्यालय फरीदाबाद होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या श्री खूबचन्द, मैसर्स डालमिया दादरी सीमेंट लिमिटेड, चरखी दादरी के खदान ठेकेदार के प्रबंधतंत्र की, श्री राम कुमार, कर्मकार का नाम मस्टर रोल से काट देने की कार्यवाई वैध और न्यायोचित थी? यदि नहीं तो वह किस अनुतोष का हकदार है ?

[सं. एल.-29012/4/73-एल. आर.-4]

ORDER

New Delhi, the 14th March, 1973

S.O. 1291.—Whereas the Central Government is of opinion that an industrial dispute exist between the employers in relation to the management of Shri Khub Chand, Quarry Contractor of Messrs Dalmia Dadri Cement Limited, Charkhi Dadri and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri O. P. Sharma as Presiding Officer with headquarters at Faridabad and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the action of the management of Shri Khub Chand, Quarry Contractor of Messrs Dalima Dadri Cement Limited, Charkhi Dadri, in striking off the name of Shri Ram Kumar, a workman, from the Muster Roll was legal and justified? If not, to what relief is he entitled?

[No. L-29012/4/73-LR. IV]

आदेश

नई दिल्ली, 16 अप्रैल, 1973

का. आ. 1292.—यत. भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का. आ. 458 तारीख 5 फरवरी, 1963 द्वारा गठित श्रम न्यायालय, जिसका मुख्यालय जालन्धर है, के पीठासीन अधिकारी का पद रिक्त हो गया है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा श्री पी. सी. सैनी को उपर्युक्त रूप में गठित श्रम न्यायालय का पीठासीन अधिकारी नियुक्त करती है ।

[फा. सं. एस-11011/4/73-एल. आर.-1]

एस. एस. सहस्रानामन, अवर सचिव

ORDER

New Delhi, the 16th April, 1973

S.O. 1292.—Whereas a vacancy has occurred in the office of the Presiding Officer of the Labour Court with headquarters at Jullundhur, constituted by the notification of the Government of India in the Ministry of Labour and Employment No. S. O. 458, dated the 5th February, 1963;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri P. C. Saini as the Presiding Officer of the Labour Court constituted as aforesaid.

[F. No. S-11011/4/73-LR I]

S. S. SAHASRANAMAN

New Delhi, the 25th April, 1973

S.O. 1293.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Assam, Dibrugarh, in the industrial dispute between the employers in relation to the management of Messrs Assam Oil Company Limited, Digboi and their workmen, which was received by the Central Government on the 17th April, 1973.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL OF ASSAM AT DIBRUGARH

Present :

Shri G. N. Borah, M.A., LL.B., Barrister-at-law, Presiding Officer, Central Govt. Industrial Tribunal, Dibrugarh, Assam.

In the matter of an Industrial dispute

BETWEEN

The Management of M/s Assam Oil Company Ltd., Digboi, Assam.

AND

Their Workmen represented by Assam Petroleum Mazdoor Union, Digboi, Assam.

Reference No. 13 of 1971

Appearances :

For the Management—Shri J. K. Ghosh, Advocate,

For the A.O.C. Labour Union—Shri D. Narsingh, Advocate.

For the Assam Petrolcum Mazdoor Union :

(i) Shri K. Borthakur, Advocate, and

(ii) Shri A. R. Borthakur, Bar-at-law.

AWARD

By Order No. 7(8)/70-LR-IV dated 11th. May, 1971, the Government of India, in the Ministry of Labour and Rehabilitation, Department of Labour and Employment, referred the dispute between the management of M/s. Assam Oil Co. Ltd., Digboi, and their workmen represented by Assam Petroleum Mazdoor Union, Digboi, to this Tribunal under section 10(2) of the Industrial Disputes Act, 1947, as amended, for adjudication of the following issue :—

"To what quantum of bonus for the accounting year 1969, the workmen of the Assam Oil Company Limited are entitled to under the "Payment of Bonus Act, 1965?"

On receipt of this reference, this was duly registered and notice was issued to the parties to submit their Written Statements. On receipt of this notice, the parties filed their Written Statements and also Additional Written Statements, and when the case was ready it was fixed for hearing for the first time on 3-11-71 on which date although all the parties were present, due to the absence of the Counsel for the A.O.C. Labour Union, on a petition from the said Union the hearing had to be adjourned till 17-1-72. On 3-11-71 the management however filed some documents which were marked as Exhibit-1 to Exhibit-21. On this date, the Assam Petroleum Mazdoor Union also filed three documents which, on admission by the management, were marked as Exhibit-'A' to Exhibit-'C'.

On 17-1-72, the date fixed for next hearing of this case, the Unions filed a joint petition seeking certain clarifications to the Balance-Sheet etc. of the Company, Exhibit-19 and 20 from the management. The management gave reply in writing on the clarifications sought by the Unions on the following date. Thereafter a hearing was given to the parties on this petition and the Tribunal was pleased to pass the Order No. 16 of 21-3-72. The relevant portion of the above Order reads as follows :—

"... it is clear from the perusal of the written statements filed by the Unions that the Unions have challenged the Balance-Sheet in general, and it is proper for the Unions to ask for clarifications under section 23 of the Payment of Bonus Act. From a plain reading of this section, it is also clear that the parties cannot be allowed to make a roving inspection into the Balance Sheet. If they (Unions) have any doubt regarding certain items of the Balance Sheet they have to specifically state these with reasons for the doubts and then only the parties can be allowed to probe into the correctness or otherwise of these specific items in the Balance Sheets. It is not denied by the Unions that the Balance Sheets are duly audited and as such under section 23 of the said Act statements and particulars contained in the Balance Sheet and Profit and Loss Account ought to be taken as accurate unless it is proved otherwise."

"The Unions' case is that as far as the figures in the Balance-Sheet are concerned, they entertained no doubt but they questioned the justifiability of inclusion of certain items in the Balance-Sheet. They alleged that inclusion of certain items in the Balance-Sheet have reduced the Company's profits, and consequently their quantum of bonus.

It is noticed that in reply to the Unions' petition for clarification, the management have given some clarifications to the Unions' query on the Balance-Sheet, Profit and Loss Account and on the Computation Chart. Although the Unions do not seem to have accepted these clarifications, I do not think the management can be asked to give further clarifications at this stage till the Unions are able to raise specific issue on the accuracy or justifiability of an entry into Exhibit-19 and the Computation Chart in support of their case.

Subject to the above conditions, the parties will be at liberty to adduce any evidence they please regarding the accuracy, justifiability or otherwise of the entries into the Balance Sheet, Profit and Loss Account and the Computation Chart."

Thereafter the hearing of this reference continued and although the parties were allowed to adduce any oral evidence they pleased regarding the accuracy or otherwise of the Balance-Sheet, Profit and Loss Account and the Computation Chart in the light of the observations made in the above order, they declined to adduce any oral evidence and they were prepared to rely on the papers marked as exhibits for the case. Evidence was thereafter treated as closed and the parties argued their case at length before me.

The case for the management is that this reference is a result of a settlement, Exhibit-5, entered on 30-9-70 whereby the parties agreed to make a joint application to the Govt. Exhibit-1, for adjudication of this dispute on payment of bonus under the Payment of Bonus Act (hereinafter called 'the Act'). As such, all claims and relief must be had by the parties through the provisions of this Act. The management submitted that since the Unions were not able to specifically point out any inaccuracy in the Balance-Sheet either through documentary or oral evidence inspite of the opportunity given to the Unions by the Tribunal the Balance-Sheet ought to be treated as accurate representation of the financial position of the Company. This also applies to the Profit and Loss Account and the Computation Chart as they are compiled after the Balance-Sheet is prepared. The Counsel further submitted that the Computation Chart has been prepared strictly according to the provisions of the Act on the basis of the Profit and Loss Account and the Balance-Sheet, the figures of which are not specifically challenged by the Unions. The learned Counsel next argues that since this reference is a result of a settlement or an agreement the Unions cannot now be allowed to plead that the bonus be paid on the basis of five months' wages which is not contemplated under the Act. The Counsel further argued that bonus have always been paid to the workers either under an award or under an agreement arrived at between the parties and that the Written Statements of the Unions stating that bonus was paid on an uniform rate of five months' wages of the workers is not correct. If one goes through the history on this matter, it will be noticed that the Company paid bonus to their employees either under an award such as Shri S. P. Verma's Award and Shri Puri's Award or by virtue of agreements. Even after the passing of the Act In 1965 the management paid bonus to their employees on the basis of agreement covered by Section 34 of the Act. It was only in 1969 this reference was made on a joint application by the parties as no agreement could be arrived at between the parties.

The learned Counsel for the management next argues that even after this reference was made the management made an ad interim payment as per Exhibit-6 not in supersession but subject to this award pending adjudication. As such, the Counsel submits that the sum of money paid on this account has to be adjusted against the sum of money that will have to be paid to the employees after an award is made.

The learned Counsel thereafter re-iterated most of the arguments in support of the accuracy of the Company's Balance-Sheet, Profit and Loss Account and the Computation Chart he put forward in the hearing given to the parties earlier in this regard.

Shri Narsingh, the Counsel for the A.O.C. Labour Union and Shri K. Borthakur, the Counsel for the Assam Petroleum Mazdoor Union, both argued their case separately before me. But as these arguments are materially the same, I proposed to deal with them together. At the outset, the learned Counsel for the A.O.C. Labour Union drew the attention of this Tribunal that Exhibit-18, the settlement, has no binding effect on the employees belonging to this Union as they were not parties to this settlement. This settlement was executed between the management and the Assam Petroleum Mazdoor Union. In this connection, the learned Counsel cites the Supreme Court case of —'Sanghvi Jeevraj Ghewar Chand' —Vs.—Madras Chillies, Grains and Kirana Merchants Workers' Union, reported in 1969, L.L.J., Vol. I, page 719. However, the Counsel submits that this point is no longer important after the reference is made on this dispute and the Unions concede that this matter must now be guided by the Act irrespective of whatever took place in the past. As such the Balance-Sheet for the accounting year 1969 assumes great importance. The Counsel submits that the Balance-Sheet, Profit and Loss Account and the Computation Chart all suffer from the following infirmities, for which the Statement of Accounts should not be relied upon and hence these should be discarded :—

(1) that the Balance-Sheet has not been duly authenticated by the Auditors, and this is a serious defect;

(2) that the figures in the Balance-Sheet have been duly challenged as incorrect by way of seeking clarifications. There is no specified method of challenging the Balance-Sheet and the Unions challenged the same by asking the Management to give some clarifications. The management immediately gave their clarifications but this was given in a very cryptic and sketchy manner, and since the entries in the Balance-Sheet have been challenged it was the duty of the management to come out with adequate proof on the entries either through documentary evidence or even by oral evidence. But the management choses to give no evidence although they had full access to the books and decided to rely only on the papers already submitted and exhibited. Since the books of accounts are in the custody of the management it is well neigh impossible for the Unions to lead evidence on the inaccuracy of the Balance-Sheet and as such the Unions could not lead any evidence on this subject. The Unions next submit that there is no special sanctity attached to the Balance-Sheet as such. Once the entries and figures in the Balance-Sheet are challenged in whatever form these may be done it is the duty of the management to come out with all the papers and books they rely on and prove the figures and entries made in the same to the satisfaction of the Court and the parties concerned. Under Section 23 of the Act there is only a presumption that the audited Balance-Sheet is accurate. But this presumption is only a rebuttable presumption and the management's stand that the Balance-Sheet is sacrocant and could not be touched is not justified. In support of these arguments, the learned Counsels for the Unions rely on the following rulings of the Hon'ble Supreme Court :—

1. Petlad Turkey Red Dye Works Co. Ltd
—vs.—
Dyes & Chemical Workers' Union
—reported in 1960, Vol. I, L.L.J., page 548.

2. Khandesh Spinning & Weaving Mills Co. Ltd. Jalgaon.
—vs.—
Rashtriya Girni Kamgar Sangh, Jalgaon.
—reported in 1960, L.L.J., Vol. I, page 541.

3. M/s. Aluminium Corporation of India Ltd.
—vs.—
Their Workmen.
—reported in 1963, L.L.J. Vol. II, page 629.

4. Burn & Co. Ltd. —vs.— Their Workmen.
—reported in 1964, Vol. 1, L.L.J., page 370.

5. Azam Jahi Mills Ltd. —vs.— Their Workmen.
—reported in 1967, L.L.J., Vol. II, page 18, at page 22.

6. Manager, Cannanore Spinning & Weaving Mills Ltd.
—vs.—
Cannanore Spinning & Weaving Mills Workers 'Union.
—reported in 1967, L.L.J., Vol II, page 733 at page 735.

7. Metal Box Company of India Ltd. —vs.— Their Workmen.
—reported in 1969, L.L.J., Vol. I, page 785, para 8.

8. Oriental Gas Company Ltd. —vs.— Their Workmen.
—reported in 1971, L.L.J., Vol. II, page 657 at page 663, paragraph 18 and 19.

9. Binny Limited —vs.— Their Workmen.
—reported in 1972, L.L.J., May issue, page 449.
—vs.—

10. The Indian Link Chain Manufacturers Ltd. Their Workmen.—reported in 1971, L.I.J., Vol. II, page 581.

The Unions next submit that since the Balance-Sheet, Profit & Loss Account and the Computation Chart cannot be relied upon it would be meet and proper for the Tribunal to discard the same and award payment of bonus for 5 (five) months as this has always been the custom in this Company. As regards the interim payment of bonus in the year in question made by the Company as per Exhibit-8, the Counsels submit that this was purely an ex-gratia payment without any relation to the salaries drawn by the recipients and as such the question of deduction of this amount from whatever that may be awarded by the Tribunal cannot arise.

It must be clearly understood that this reference was made under the Payment of Bonus Act. The Tribunal is asked to determine the quantum of bonus under the Act for the accounting year 1969. This means that whatever relief the parties wish to seek must be sought within the frame work of the Act. There is no scope under the Act to determine the quantum of bonus on the basis of monthly salary drawn by the employees unless there is an agreement or prevelant custom to make such payment. I have no proof before me that it is customary on the part of the Company to pay bonus to the employees on the basis of monthly salary drawn by them. It is not denied by the Company that the workers were in the past sometimes paid bonus on the basis of monthly wages or salaries drawn by the employees even after the passing of the Act in 1965. But this was done strictly under agreements or awards and such payments are therefore covered by Section 34(3) of the Act. As the parties could not come to an agreement regarding the quantum of bonus for the accounting year 1969 they entered into a settlement as per Exhibit-5 to make joint appeal to the Govt. to refer this matter for adjudication under section 10(2) of the Industrial Disputes Act. In the circumstance, it is not understood how the Unions can make claim for bonus on the basis of 5 (five) months' salary when there is no scope of making such payments under the Act. As such, the Unions' claim for bonus on the basis of 5 (five) months' salary or wage cannot therefore be entertained.

The only question now remains is to see what quantum of bonus the employees are entitled to in respect of accounting year 1969. The Company is only agreeable to pay the minimum bonus to the employees at 4 per cent of the salaries or wages earned by the employees during the accounting year prescribed under the Act and expressed their inability to pay more. In support of their case, the management have submitted their Balance-Sheet, Profit and Loss Account and the Computation Chart. As stated above, the Unions criticised these papers over and over again and insisted that the Balance-Sheet along with Profit and Loss Account and the Computation Chart should be rejected as the clarifications given by the management are not satisfactory. The management, on the other hand, took shelter under section 23 of the Act which reads as follows :—

Section. 23.

"Presumption about accuracy of Balance-Sheet and Profit & Loss Account of Corporations and Companies :—

(1) Where, during the course of proceedings before any arbitrator or Tribunal under the Industrial Disputes Act, 1947, ...to which any dispute of the nature specified in Section 22 has been referred, the balance-sheet and the profit and loss account of an employer, being a corporation or a company (other than a banking company), duly audited by the Comptroller and Auditor-General of India or by auditors duly qualified to act as auditors of companies under sub-section (1) of Section 226 of the Companies Act, 1956, are produced before it, then, the said authority may presume the statements and particulars contained in such balance-sheet and profit and loss account to be accurate and it shall not be necessary for the corporation or the company to prove the accuracy of such statements and particulars by the filing of an affidavit or by any other mode :

Provided that where the said authority is satisfied that the statements and particulars contained in the balance-sheet or the profit and loss account of the corporation or the company are not accurate, it may take such steps as it thinks necessary to find out the accuracy of such statements and particulars.

(2) When an application is made to the said authority by any trade union being a party to the dispute or where there is no trade union, by the employees being a party to the dispute, requiring any clarification relating to any item in the balance-sheet or the profit and loss account, it may, after satisfying itself that such clarification is necessary, by order, direct the corporation or, as the case may be, the company, to furnish to the trade union or the employees such clarification within such time as may be specified in the direction and the corporation or, as the case may be, the company, shall comply with such direction."

I feel, the management is right in their contention that some amount of sanctity ought to be given to an audited Balance-Sheet until and unless the Trade Unions make positive allegations and assertions that certain items in the same are falsely and inaccurately entered into. But the Unions have made no such allegations and were only contend to seek clarification and the management gave their clarifications. The Unions' plea is that as all the accounts books are in the custody of the management it is extremely difficult for them to point out the inaccuracy is not tenable. From the foregoing pages, it will be noticed that the Tribunal gave the Unions full opportunity to adduce any evidence oral or documentary they pleased regarding inaccuracy of the Balance-Sheet and call for any record books of accounts they pleased for this purpose. They did not avail of this opportunity, and the Balance-Sheet, Profit and loss Account and the Computation Chart should therefore be taken as true representation of the financial position of the Company. As stated above, the learned Counsel for the Unions cited several Supreme Court cases regarding the extent of sanctity one ought to give to the Balance-Sheet. Their lordships of the Hon'ble Supreme Court are uniform of their opinion that there is a strong presumption that an audited Balance-Sheet is an accurate representation of the Company's financial position till it is proved to be inaccurate. The issue of accuracy or otherwise of the Balance-Sheet can be at large before the Tribunal only when positive allegations are made by the Unions on the propriety of entries and the accuracy of the figures in the Balance-Sheet. Even in the recent case of Metal Box Company of India Ltd. —vs.— Their Workmen, reported in 1969, L.L.J., Vol. I, page 785, which is a case after the implementation of the Act, the Unions were allowed to probe into the correctness or otherwise of the disputed figures only after the employees made positive allegations and assertions regarding the inaccuracy of the figures. It is certain that no roving inspection of Balance-Sheet once audited can be allowed or else under Section 23 of the Act would be meaningless. Besides the Unions' case is further weakened as the Balance-Sheet, Profit and Loss Account and the Computation Chart were marked as exhibits on their own admission and it does not lie now in their mouth to say that they are not true Balance-Sheet. Further, the Unions' contention that this is not a truely audited Balance-Sheet is not tenable. The Balance-Sheet is audited and certified by the firm of Price Waterhouse & Co., Calcutta, duly signed by the auditors in the copy of Exhibit-20 submitted and produced before this Tribunal on 31-1-73 to which no objection was raised regarding this document by the Unions. It is a common knowledge that the auditors are liable to criminal action if a certificate is issued without verification of accounts. It is also a common knowledge that the Balance-Sheet of the Company has to be submitted before the various authorities such as Income-Tax authorities, Registrar of Companies, etc. for which correctness of figures or entries in the Balance-Sheet have to be doubly assured. I have therefore no reason to disbelieve the certificate issued by the auditors in this regard. Thus, in the entire view of the matter, I am inclined to accept the Balance-Sheet and Profit and Loss Account as true statement of accounts.

The position regarding the Computation Chart is however different. The Computation Chart is usually prepared by the Company and there is no presumption of correctness of these Charts. For this reason, the learned Counsel for the management took me through all the items in the Computation Chart in a most pain staking manner. I am satisfied that the management have carefully followed all the relevant provisions of the Act and schedules under the Act

while preparing this Computation Chart. Further, while going through every items in the Computation Chart the learned Counsel gave an adequate explanation as to why the items included in the Computation Chart had to be included in the said Chart and I am satisfied with the explanations given by the management in this regard The management however pointed out to this Tribunal that there has been a slight mathematical mistake in calculation in right hand column of the Computation Chart in which figure Rs. 54.65 lacs should read as Rs. 65.22 lacs and the management therefore filed a revised statement in two sheets giving full break up of how the figure of Rs. 65.22 lacs was arrived at along with a petition that these two sheets should replace Sheet No. 4 of Exhibit-19 and included in Exhibit-19, the Computation Chart. The Unions raised no objection to the management's prayer made in this regard. I do not think that the Unions will be prejudiced in any way if the management's prayer is granted as, if the figure Rs. 65.22 lacs is taken instead of the figure Rs. 54.65 lacs then the loss sustained by the Company will be Rs. 13.85 lacs and not Rs. 3.06 lacs as shown in the Computation Chart, Exhibit-19. I therefore think, these two sheets should be included in Exhibit-19, the Computation Chart. The Unions, however, were very critical about this mistake pointed out by the management themselves. They argued that the whole Computation Chart should be rejected on account of this as there could be more mistakes in this Chart had the management come out with all the books of accounts or tendered oral evidence. This argument is not understood. It is not for the management to bring all the books of accounts in support of their statements and Charts they have submitted This duty is cast on the management only after the Opposite Party challenges particular items of various statement of account and Charts produced by them and call for the books to satisfy them on these items challenged. I do not think the above mistakes pointed out by the management in the Computation Chart Exhibit-19 is very vital and Exhibit-19 can be accepted as correct with the necessary correction sheets submitted by the management in the course of hearing.

Thus having come to this findings, it is now necessary to see what quantum of bonus can be allowed to the employees. It will be noticed from the Computation Chart that there is no allocable surplus in the accounting year in question. As such, the Company cannot be asked to pay more than the statutory *minimum* laid down in the Act.

It is noticed that as per Exhibit-8 pending adjudication of this dispute the management offered and paid to the employees an ad interim bonus on account of the accounting year 1969 a lump sum amount to every employee basing on the salary he draws according to the schedules attached with Exhibit-8. The management contend that this payment was made under section 17 of the Act and as such they should be allowed to deduct the sum from the amount they would be liable to pay under this award. The Unions vehemently opposed these contentions made by the learned Counsel for the management and said that section 17 of the Act is not attracted and this payment was made without any basis and should therefore be taken as ex-gratia payment. The Counsel for the A.O.C. Labour Union also said that they were not a party to this agreement, Exhibit-6, which has resulted in the offer in Exhibit-8 and they cannot therefore be bound by this agreement, and if the management made any payments these payments are undoubtedly ex-gratia payment, and deduction should not be made from the amount awarded by this Tribunal.

I do not think Section 17 of the Act is attracted in this case as Exhibit-8 do not state in precise terms that this payment was made against the bonus payable under the Act, and also because this payment was not against any customary bonus payable to the employees and this offer under Exhibit-8 was made long after the bonus became payable. It is not known under what other provisions of the Act or anyother Acts this payment was made and what was the basis of these payments. In the circumstance, I do not think this amount could be deducted from what the management will now be asked to pay bonus under this Act.

Thus from the entire view of the matter, the only issue of this reference is answered as follows :—

1. Workmen of the Assam Oil Company Limited are only entitled to payment of minimum bonus of 4 per cent of their salaries or wages earned by them during the accounting year 1969 or Rs. 40 whichever is higher under section 10 of the Payment of Bonus Act, 1965.

I give this 'Award' on this 3rd day of April, 1973, at Dibrugarh.

[No. 7(8)/70-LR IV]

G. N. BORAH, Presiding Officer
Assam, Dibrugarh.

S.O. 1294.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Ahmedabad, in the industrial dispute between the employers in relation to the management of Messrs. Bagwada Stone Supplying Company, Surat and their workmen, which was received by the Central Government on the 16th April, 1973.

BEFORE SHRI INDRAJIT G. THAKORE, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, AHMEDABAD

Reference (ITC) No. 4 of 1972

BETWEEN

The Employers in relation to the Management of Messrs. Bagwada Stone Supply Company, Surat.

AND

Their Workmen.

In the matter of non-payment of bonus 20 per cent of earned wages.

Appearances:

No one—for the Company.

Shri J. I. Shah—for the Workmen.

AWARD

This industrial dispute between the employers in relation to the management of Messrs. Bagwada Stone Supply Company, Surat, and their workmen has been referred to me for adjudication as Industrial Tribunal under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, by the Govt. of India, Ministry of Labour and Rehabilitation, Department of Labour & Employment, Order No. L-29011(28)/72-LR IV, dated 29th July, 1972. The dispute relates to a demand for bonus for the accounting years Samvat 2024, 2025 and 2026.

In this matter Shri J. I. Shah who has appeared for the union has stated that as the matter is settled out of Court, the union does not desire to proceed with this mater. In the circumstances, the dispute does not survive for adjudication and stands disposed of.

Ahmedabad,

31st March, 1973.

INDRAJIT G. THAKORE, Presiding Officer

[No. L-29011(28)/72-LR. IV]

New Delhi, the 26th April, 1973

S.O. 1295.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Gujarat, Ahmedabad in the industrial dispute between the employers *in* relation to the management of Messrs. Shri Laxmi Stone Industries. Post Office Kadwali, Taluka Jhagadia and their workmen, which was received by the Central Government on the 21st April, 1973.

BEFORE SHRI INDRAJIT G. THAKORE, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, AT AHMEDABAD

Reference (ITC) No. 9 of 1972

ADJUDICATION

BETWEEN

Messrs. Shri Laxmi Stone Industries, P. O. Kadwali, Taluka Jhagadia.

AND

The workmen employed under it.

In the matter of bonus for Samvat Years 2025 and 2026.

AWARD

This industrial dispute between the employers in relation to the management of Messrs. of Shri Laxmi Stone Industries, P.O. Kadwali, Taluka Jhagadia and the workmen employed under it has been referred to me for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, by the Central Government by their Order of the Ministry of Labour and Rehabilitation, No. S.O. dated 26th October, 1972. The dispute relates to a single demand which is mentioned in the schedule to the said order. The Ankleshwar Taluka Kamdar Sangh has stated as follows :—

"That the parties have mutually settled the dispute out of the Court. The Second Party, therefore. does not desire to proceed with the reference. The same may, therefore, kindly be disposed of accordingly".

In the circumstances, the reference does not survive for adjudication and stands disposed of.

Ahmedabad,

31st March, 1973.

INDRAJIT G. THAKORE, Presiding Officer

[No. L. 29011(22)/72-LR IV]

S.O. 1296.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Gujarat, Ahmedabad in the industrial dispute between the employers in relation to the management of M/s. Harjibhai Prembhai and Brothers, Post Office, Kosamba, District Surat and their workmen, which was received by the Central Government on the 21st April, 1973.

BEFORE SHRI INDRAJIT G. THAKORE, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL AT AHMEDABAD.

Reference (ITC) No. 10 of 1972

ADJUDICATION

BETWEEN

Messrs. Harjibhai Premjibhai and Brothers, Post Office Kosamba, Dist. Surat.

AND

The workmen employed under it.

In the matter of bonus for the Samvat Years 2025 and 2026.

AWARD

This industrial dispute between the employers in relation to the management of Messrs. Harjibhai Premjibhai & Brothers of Post Office Kosamba, District Surat and the workmen employed under it has been referred to me for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, by the Central Government by their Order of the Ministry of Labour and Rehabilitation, No. S.O. dated 21st November, 1972. The dispute relates to a single demand which is mentioned in the schedule to the said order. In this matter the Ankleshwar Taluka Kamdar Sangh has stated as follows :—

"That the said matter has been settled between the parties outside the court Hence, the 2nd party does not desire to proceed with the matter. Hence the reference may be disposed off accordingly.

In the circumstances the reference does not survive for adjudication and stands disposed of.

INDRAJIT G. THAKORE, Presiding Officer

[No. L-29011(24)/72-LR IV]

S. S. SAHASRANAMAN, Under Secy.

Ahmedabad,
31st March, 1973.

नई दिल्ली, 25 अप्रैल, 1973

का. आ. 1297.—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा श्री एस. एस. प्रसाद उप महानिदेशक खान सुरक्षा को श्री एच. बी. घोष, जो छुट्टी पर गए हैं के स्थान पर उस सभी राज्य क्षेत्र के लिए जिस पर उक्त अधिनियम का विस्तार है, 29 मार्च, 1973 को और से अगले आदेश जारी होने तक मुख्य खान निरीक्षक, होने के लिए नियुक्त करती है ।

[ए-32013/1/73-एम.-1]

आर. कुंजीथापदम, अवर सचिव

New Delhi, the 25th April, 1973

S.O. 1297.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri S. S. Prasad, Deputy Director General of Mines Safety, to be the Chief Inspector of Mines, for all the territories to which the said Act extends, on and from the 29th March, 1973 until further orders Vice Shri H. B. Ghose, proceeded on leave.

[A. 32013/1/73-MI]

R. KUNJITHAPADAM, Under Secy.

नई दिल्ली, 21 अप्रैल, 1973

का. आ. 1298.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार टैक्स्ट बुक मुद्रणालय भुवनेश्वर की ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबंध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए, उक्त मुद्रणालय, को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से एक वर्ष की अवधि के लिए एतद्द्वारा छूट देती है ।

[फा. सं. 601(68)/70-एच आई]

New Delhi, the 21st April, 1973

S.O. 1298.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Text Book Press, Bhubaneshwar in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said Press from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the date of publication of this notification in the official Gazette.

[F. No. 601(68)/70-HI]

नई दिल्ली, 21 अप्रैल, 1973

का. आ. 1299.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा (5घ) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं. का. आ. 2547 तारीख 24 जुलाई, 1967 को अधिक्रान्त करते हुए केन्द्रीय सरकार श्री आर. आर. सहाय के

स्थान पर श्री एस. पी. महरोत्रा को केन्द्रीय भविष्य निधि आयुक्त को उसके कर्तव्यों का निर्वहन करने में सहायता देने के लिए, समस्त दिल्ली संघ राज्य क्षेत्र के लिए प्रादेशिक भविष्य निधि आयुक्त नियुक्त करती है।

[सं. ए-12016(16)/73-पी. एफ. 1(i)]

S.O. 1299.—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds, Family Pension Fund Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2547 dated the 24th July, 1967, the Central Government hereby appoints Shri S. P. Mehrotra as Regional Provident Fund Commissioner for the whole of the Union Territory of Delhi to assist the Central Provident Fund Commissioner in the discharge of his duties, vice Shri R. R. Sahae.

[No. A-12016/16/73-PF. I(i)]

का० आ० 1300.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार इससे उपाबद्ध अनुसूची के स्तम्भ (1) में विनिर्दिष्ट कारखानों को उक्त अनुसूची के स्तम्भ (3) में विनिर्दिष्ट केरल राज्य के ऐसे क्षेत्रों में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त नहीं है, अवस्थिति को ध्यान में रखते हुये उक्त कारखानों को उक्त अधिनियम के अध्याय 5-क के अधीन उदग्रहणीय नियोजक के विशेष अभिदाय के संदाय से, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से एक वर्ष की अवधि के लिये या तब तक के लिये जब तक कि उक्त अधिनियम के अध्याय 5 के उपबन्ध उन क्षेत्रों में, प्रवृत्त नहीं हो जाते, जो भी पहले हो, एतद्द्वारा छूट देती है।

अनुसूची

क्रम सं०	जिला का नाम	क्षेत्र का नाम	कारखाने का नाम
1	2	3	4
1.	एर्नाकुलम	वेल्लूरकुन्नम	मलानाडु मच प्रोडक्टस, कालथ, मेक्कादमारु, युवट्टुपुजा (बरास्ता)
2	त्रिचूर	कोडगलूर	बीट बिल्डिंग यार्ड एण्ड वर्कशाप कोडगलूर
3.	एर्नाकुलम	अंचेलपेट्टी	थ्रीकिंग इलेक्ट्रिक फर्नेस, अंचेल-पेट्टी एर्नाकुलम।
4	एर्नाकुलम	एस्मेलूर	कल्पना मैच इण्डस्ट्रीज, नेल्लीकुजी, (बरास्ता) कोथामंगलम।
5.	अलेप्पी	मन्नेर	ऐल्युमिनियम इण्डस्ट्रीज, लिमिटेड, मन्नेर डाकघर अलेप्पी।
6.	पालघाट	कोंगड	जयचन्द्र मैच इण्डस्ट्रीज, डाकघर कांगड पालघाट।
7.	कन्नौर	कान्हीरोडे	मैसर्स कान्हीरोडे वीवर्स कोआप-रेटिव प्रोडक्शन एण्ड सेल्स सोसा-इटी लिमिटेड, सं० 1144, कुडाली।
8.	एर्नाकुलम	कनयान्नूर	मैसर्स ओ० ई० एन० इण्डिया लिमिटेड, मुलन्थुरुथी।
9.	कोट्टायम	कोन्नानथाडी	मेसर्स पन्नियार पावर स्टेशन बुल्ला-थुवल
		चंगनाचेरी	मेसर्स विजय मैच एण्ड टिम्बर इण्डस्ट्रीज
10.	क्विलोन	पारावुर	मैसर्स फ्लारकों, परावूर
		थेक्कुम्भगम्	मसर्स केरल सी फूडसह नीन्दकाश
11.	त्रिचूर	वेदाकुमुरी	मैसर्स रेसिनान्स एण्ड केमिकल प्रोडक्टस

[सं० एस० 38014(6)/73-एच० आई०]

S.O. 1300.—In exercise of the powers conferred by section 73 F of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government, having regard to the location of the factories specified in column (4) of the Schedule hereto annexed in areas specified in column (3) of the said Schedule in the State of Kerala in which the provisions of Chapters IV and V of the said Act, are not in force, hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a Period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of provisions of Chapter V of the said Act in these areas, which ever is earlier.

SCHEDULE

Sl. No.	District	Name of Area	Name of the factory
1.	Ernakulan	Vellurkunnam	Mala Nadu Match Products, Kadath Mekkadanaru, Muvattupuzha (Via)
2.	Trichur	Kedungallur	Beat Building Yard and Workshop Kudungallure.
3.	Ernakulam	Anchelpetty	Threeking Electric Furnace, Anchelpetty, Ernakulam.
4.	Ernakulan	Eramalloor	Kalpana Match Industries, Nellikuzhi, (via) Kothamangalam.
5.	Alleppey	Mannar	Aluminium Industries Limited Mannar Post Office Alleppey.
6.	Palghat	Kongad	Jayachandra Match Industries, Post Kongad Palghat.
7.	Cannanore	Kanhirede	M/s Kanhirede Weavers Co-operative production and sales Society Limited No. 1144 Koodali.
8.	Ernakulam	Kanayannur	M/s O.E. N.India Limited, Mulanthuruty.
9.	Kettayam	Kennantheady	M/s Pannier Power Station Vellathuvaland.
		Changanachery	M/s Vijya Match and Timber Industries.
10.	Quilon	Paravoor	M/s Flarce, Paravoor.
		Thokkumbagam	M/s Kerala Sea foods Neendakara
11.	Trichur	Vedakkumari	M/s Resienens and Chemical Products.

[No. S-38014/(6)/73-HI]

नई दिल्ली, 23 अप्रैल, 1973

का. आ. 1301.—यतः केन्द्रीय सरकार का समाधान हो गया है कि केन्द्रीय सरकार के औद्योगिक विकास मंत्रालय के स्माल इण्डस्ट्रीज सर्विस इंस्टीट्यूटस, इण्डस्ट्रियल एस्टेट, ओखला, नई दिल्ली के कर्मकारों को कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) के अधीन उपबंधित प्रसुविधाओं जैसी सारतः प्रसुविधाएं प्राप्त हैं ।

अतः, अब, उक्त अधिनियम की धारा 90 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भूतपूर्व श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का. आ. 2493, तारीख 24 जून, 1972 के क्रम में केन्द्रीय सरकार, कर्मचारी राज्य बीमा निगम से परामर्श करने के पश्चात, उपरिवर्णित कारखाने को उक्त अधिनियम के सभी उपबन्धों से, 14 जनवरी, 1973 से 13 जनवरी, 1974 तक जिसमें यह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिए एतद्द्वारा छूट देती है ।

[एस. 38017(11)/72-एच. आई]

New Delhi, the 23rd April, 1973

S.O. 1301.—Whereas the Central Government is satisfied that the employees of the Small Industries Service Institutes, Industrial Estate, Okhla, New Delhi, belonging to the Central Government in the Ministry of Industrial Development are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948).

Now, therefore, in exercise of the powers conferred by section 90 of the said Act and in continuation of the notification of the Government of India in the late Ministry of Labour and Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2492 dated the 24th June, 1972, the Central Government, after consultation with the Employees' State Insurance Corporation, hereby exempts the above mentioned factory from all the provisions of the said Act for a further period of one year with effect from the 14th January, 1973 upto and inclusive of the 13th January, 1974.

[No. S-38017(11)/72-HI]

नई दिल्ली, 25 अप्रैल, 1973

का. आ. 1302.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के भूतपूर्व श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं का. आ. 2548 तारीख 24 जुलाई, 1967 को अधिक्रान्त करते हुए केन्द्रीय सरकार श्री एस. पी. मेहरोत्रा को उक्त अधिनियम और उसके अधीन विरचित कर्मचारी भविष्य निधि स्कीम और कर्मचारी कुटुम्ब पेंशन स्कीम के प्रयोजनों के लिए केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के संबंध में या किसी रेल कम्पनी, महापत्तन खान या तेल क्षेत्र या नियंत्रित उद्योग से संबंधित किसी स्थापन के संबंध या ऐसे स्थापन के संबंध में जिसके एक से अधिक राज्य में विभाग या शाखाएं हों, सम्पूर्ण दिल्ली संघ राज्य क्षेत्र के लिए निरीक्षक नियुक्त करती है ।

[सं. ए-12016(16)/73-भ. नि. 1(2)]

New Delhi, the 25th April, 1973

S.O. 1302.—In exercise of the powers conferred by sub-section (1) of Section 13 of the Employees' Provident Funds and Family Pension Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2548 dated the 24th July, 1967 the Central Government hereby appoints Shri S. P. Mehrotra to be an Inspector for the whole of the Union Territory of Delhi for the purposes of the said Act and of the Employees' Provident Funds Scheme and the Employees' Family Pension Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry or in relation to an establishment having departments or branches in more than one State.

[No. A-12016(16)/73-PF.I(ii)]

नई दिल्ली, 26 अप्रैल, 1973

का. आ. 1303.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73घ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार हिन्दुस्तान ऐरोनाटिक्स लिमिटेड, नासिक डिविजन, नासिक नामक कारखाने की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबंध प्रवृत्त नहीं हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से, इस अधिसूचना के भारत के राजपत्र में, प्रकाशन की तारीख से एक वर्ष की अवधि के लिए या तब तक के लिए जब तक कि उक्त अधिनियम के अध्याय 5 के उपबंध उन क्षेत्रों में प्रवृत्त नहीं हो जाते, जो भी पहले हो, एतद्द्वारा छूट देती है ।

[फा. सं. 602(20)/70-एच. आई]

New Delhi, the 26th April, 1973

S.O. 1303.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factory, known as Hindustan Aeronautics Limited, Nasik Division, Nasik, in an area in which the provisions of Chapters IV and V of the said Act are not in force hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the date of publication of this notification in the Gazette of India or until the enforcement of the provisions of Chapter V of the said Act in that area, whichever is earlier.

[File No. 602(20)/70-HI]

नई दिल्ली, 27 अप्रैल, 1973

का. आ. 1304.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भूतपूर्व श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं. का. आ. 3012, तारीख 29 अगस्त, 1968 और श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं. 193 तारीख 10 जनवरी, 1973 को, अधिक्रान्त

करते हुए, केन्द्रीय सरकार, श्री डी. एस. ठुकराल को उक्त अधिनियम और उसके अधीन विरचित कर्मचारी भविष्य निधि स्कीम और कुटुम्ब पेंशन स्कीम के प्रयोजनों के लिए केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के संबंध में या किसी रेल कम्पनी, महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से संबंधित किसी स्थापन के संबंध में या किसी ऐसे स्थापन के संबंध में जिसके एक से अधिक राज्यों में विभाग या शाखाएं हों, सम्पूर्ण असम, मणीपुर, त्रिपुरा, नागालैंड और मेघालय के राज्यों तथा मिजोरम और अरूणाचल प्रदेश के संघ राज्यक्षेत्रों के लिए निरीक्षक नियुक्त करती है ।

[सं. 33(2)/68-पी. एफ-1(2)]

दलजीत सिंह, अवर सचिव

New Delhi, the 27th April, 1973

S.O. 1304.—In exercise of the powers conferred by sub-section (i) of section 13 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952) and in supersession of the notifications of the Government of India, in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3012 dated the 29th August, 1968 and in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 193 dated the 10th January, 1973, the Central Government hereby appoints Shri D. S. Thukral to be an Inspector for the whole of the States of Assam, Manipur, Tripura, Nagaland and Meghalaya and the Union Territories of Mizoram and Arunachal Pradesh for the purposes of the said Act, and the Employees' Provident Fund Scheme and the Family Pension Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government, or in relation to any establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry or in relation to an establishment having departments or branches in more than one State.

[No. 33(2)/68-PF-I(ii)]

DALJIT SINGH, Under Secy.

नई दिल्ली, 27 अप्रैल, 1973

का. आ. 1305.—संविदा श्रम (विनियम और उत्पादन) केन्द्रीय नियम, 1971 के नियम 3 के खण्ड (घ) के साथ पठित संविदा श्रम (विनियमन और उत्सादन) अधिनियम, 1970 (1970 का 37) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार रेलवे बोर्ड से परामर्श करने के पश्चात् एतद्द्वारा श्री वी. सी. राजगोपाल के स्थान पर श्री एस. सी. सामन्त को केन्द्रीय सलाहकार संविदा श्रम बोर्ड का सदस्य नामनिर्दिष्ट करती है और भारत सरकार के श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या 5202 तारीख 30 अक्तूबर, 1971 में निम्नलिखित और संशोधन करती है ;

अर्थात् :—

उक्त अधिसूचना में क्रम संख्या 5 तथा तत्संबंधी प्रविष्टि के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात् :—

"5. श्री. एस. सी. सामान्त, निदेशक, ट्रैफिक (वाणिज्यिक), रेल मंत्रालय, (रेलवे बोर्ड), नई दिल्ली ।

रेलवेज का प्रतिनिधित्व करने वाले"

[फा. सं. 16025(66)/72-एल. डब्ल्यू. आई.1]

लालफक जुआला, अवर सचिव

New Delhi, the 27th April, 1973

S.O. 1305.—In exercise of the powers conferred by section 3 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), read with clause (d) of rule 3 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Central Government, after consultation with the Railway Board, hereby nominates Shri S. C. Samant *vice* Shri V. C. Rajagopal as a member of the Central Advisory Contract Labour Board and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 5207, dated the 30th October, 1971, namely:—

In the said notification for serial No. 5 and the entry relating thereto, the following shall be substituted, namely:—

"5. Shri S. C. Samant, Director, Traffic (Commercial), Ministry of Railways, (Railway Board), New Delhi.

Representing the Railways".

[File No. S-16025/66/72-LWI-I]

LALFAK ZUALA, Under Secy.

नई दिल्ली, 21 अप्रैल, 1973

का. आ. 1306.—न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 9 के साथ पठित उक्त अधिनियम की धारा 8 और न्यूनतम मजदूरी (केन्द्रीय सलाहकार बोर्ड) नियम, 1949 के नियम 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं का. आ. 2373, तारीख 19 जून, 1972 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में 'स्वतंत्र सदस्य' शीर्षक के नीचे, मद 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

"1. श्री जी. वेंकटस्वामी, अध्यक्ष, उप श्रम मंत्री, श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) नई दिल्ली ।"

अध्यक्ष

[सं. एस. 32023(2)/72-डब्ल्यू. ई. (एम. डब्ल्यू.)]

हंस राज छाबड़ा, अवर सचिव

New Delhi, the 21st April, 1973

S.O. 1306.—In exercise of the powers conferred by section 8 of the Minimum Wages Act, 1948 (11 of 1948), read with section 9 of the said Act and rule 3 of the Minimum Wages (Central Advisory Board) Rules, 1949, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 2373, dated the 19th June, 1972, namely:—

In the said notification, under the heading "Independent Persons" for the entries against item 1, the following entries shall be substituted, namely:—

"1. Shri G. Venkat Swamy, Deputy Labour Minister, Ministry of Labour and Rehabilitation (Department of Labour and Employment), New Delhi.

Chairman".

[No. S-32023(2)/72-WE(MW)]

HANS RAJ CHHABRA, Under Secy.

आदेश

नई दिल्ली, 24 अप्रैल, 1973

का. आ. 1307.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में बम्बई पत्तन न्यास, बम्बई के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई को न्यायनिर्णयन के लिये निर्देशित करती है ।

अनुसूची

"क्या यह मांग कि पत्तन विभाग फ्लोटिल्ला में इंजिन कक्ष कर्मीदलों के 'ख' और 'ग' काडरों का एक ही काडर के रूप में एकीकरण किया जाना चाहिए, न्यायोचित है? यदि हां, तो पंचाट दे दिये जाने के बाद बनाए जाने वाले एकीकृत काडर में रिक्तियों पर स्थानान्तरण तैनाती, नियुक्ति या प्रोन्नति के प्रयोजनों के लिए (1) 'क' काडर में के और अपेक्षित डीजल प्रमाण-पत्र रखने वाले (2) 'ख' काडर और (3) 'ग' काडर में के इंजन-कक्ष-कर्मीदलों की परस्पर ज्येष्ठता क्या होनी चाहिये?"

[संख्या एल.-31011/5/72-पी. एण्ड डी.]

ORDER

New Delhi, the 24th April, 1973

S.O. 1307.—Whereas the Central Government is of opinion that an Industrial Dispute exists between the employers in relation to the management of Bombay Port Trust, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

"Whether the demand that the 'B' and 'C' cadres of the engine room crews of the Port Department flotilla should be integrated into a single cadre is justified? If so, what should be the *inter-se* seniority of the engine room crews borne on (i) the 'A' cadre and possessing the requisite diesel certificate, (ii) the 'B' cadre and (iii) the 'C' cadre, for the purposes of regulating transfer, posting, appointment or promotion to vacancies in the integrated cadre to be made after the award is given?"

[No. L-31011/5/72-P&D]

आदेश

का. आ. 1308.—यतः केन्द्रीय सरकार की राय है कि इस से उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में बम्बई पत्तन न्यास, मुम्बई के प्रबंधतंत्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई को न्यायनिर्णयन के लिये निर्देशित करती है ।

अनुसूची

1. इस तथ्य को ध्यान में रखते हुए कि चयन ज्येष्ठता एवं उपयुक्तता के आधार पर किया जाना है, क्या मुम्बई पत्तन न्यास के प्रबंधतंत्र द्वारा मोबाइल क्रेन पर्यवेक्षक (आपरेटिव) के पदों के लिए किया गया चयन ऋजु और उचित था ?

2. क्या यह दावा सही है कि मोबाइल क्रेन ड्राइवर, श्रेणी 2 के पदों को मोबाइल क्रेन पर्यवेक्षक (आपरेटिव) के पदों में संपरिवर्तित कर दिए जाने के कारण मजदूरों को उपलब्ध प्रोन्नति सम्बन्धी अवसर कम हो गए हैं, अतः औद्योगिक विवाद अधिनियम, 1947 की धारा 9 क के अधीन परिवर्तन की सूचना दिए बिना इस संपरिवर्तन का प्रभावी होना अवैध था?

[सं. एल.-37011/1/73-पी. एण्ड डी.]

वी. शंकरालिंगम, अवर सचिव

ORDER

S.O. 1308.—Whereas the Central Government is of opinion that an Industrial Dispute exists between the employers in relation to the management of Bombay Port Trust, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

1. Having regard to the fact that the selection has to be made on the basis of seniority-*cum*-suitability, whether the manner in which selection was made by the Bombay Port Trust management to the posts of Mobile Crane Supervisor (Operative) was fair and proper?
2. Whether the claim that the conversion of posts of Mobile Crane Driver, Grade II into those of Mobile Crane Supervisor (Operative) had curtailed the promotional opportunities available to Mazdoors and, therefore, it was illegal to have effected the conversion without issuing a notice of change under section 9A of the Industrial Disputes Act, 1947, is correct?

[No. L-31011/1/73-P&D]

V. SANKARALINGAM, Under Secy.

मुख्य श्रम आयुक्त (केन्द्रीय) का कार्यालय

आदेश

नई दिल्ली, 17 अप्रैल, 1973

का. आ. 1369.—यतः मैसर्स पारास कोल कं. लि. (नियोजक) ने नीचे की अनुसूची में वर्णित अपने स्थापनों के संबंध में 31-12-1971 को समाप्त होने वाले लेखा वर्ष के लिए अपने कर्मचारियों को बोनस के संदाय की कालावधि को बढ़ाने के लिए बोनस संदाय अधिनियम 1965 की धारा 19 (ख) के अधीन आवेदन दिया है।

और यतः यह समाधान हो जाने पर कि समय बढ़ाने के लिए पर्याप्त कारण हैं, मैंने भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना सं. डब्ल्यू बी-20(42)/65 तारीख 28 अगस्त, 1965 के साथ पठित उक्त अधिनियम की धारा 19 के खण्ड (ख) के परन्तुक द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए 27-10-1972 को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि को अधिनियम की धारा 19 के खण्ड (ख) के अधीन बोनस के संदाय की अंतिम तारीख से 4 महीने (अर्थात 31-12-1971 तक) बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिए प्रकाशित किया जाता है।

अनुसूची

स्थापन
नियोजक/नियोजकों का नाम और पता
मैसर्स पारासकोल कं. लि. पारसकोल कोलरी पोस्ट आफिस, कांजोराग्राम (बर्दवान)

[सं. बी. ए. 16(25/72 एल. एस. I]

Office of the Chief Labour Commissioner (Central)

ORDER

New Delhi, the 17th April, 1973

S.O. 1309.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs Parascole Coal Company Ltd. (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31-12-1971.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act, read with the notification of the Government of India in the Ministry of Labour and Employment No. WB. 20(42)/65 dated the 28th August, 1965, passed order on 27-10-1972 extending the period for payment of the said bonus by the said employer by four months (i.e. up to 31-12-1972) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

SCHEDULE

Establishment(s)
Name and address of the employer(s)
M/s. Porascole Coal Co. Ltd., Porascole Colliery, P. O. Kajoragram, (Burdwan) E. Rly.

[No. BA. 16(25)/72-LS. I]

आदेश

नई दिल्ली, 23 अप्रैल, 1973

का. आ. 1310.—यतः मैसर्स टिम्बलो प्रा. लि. (नियोजक) ने नीचे की अनुसूची में वर्णित अपने स्थापना के संबंध में 31-3-72 को समाप्त होने वाले लेखा वर्ष के लिए अपने कर्मचारियों को बोनस

के संदाय की कालावधि को बढ़ाने के लिए बोनस संदाय अधिनियम, 1965 की धारा 19(ख) के अधीन आवेदन किया है।

और यतः यह समाधान हो जाने पर कि समय बढ़ाने के लिए बोनस के संदाय की अंतिम तारीख से 4 महीने (अर्थात 31-3-73 की अधिसूचना सं. डब्ल्यू बी.-20(42)/65 तारीख 28 अगस्त, 1965 के साथ पठित उक्त अधिनियम की धारा 19 के खण्ड (ख) के परन्तुक द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए 5-4-73 को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि को अधिनियम की धारा 19 के खण्ड (ख) के अधीन बोनस के संदाय की अंतिम तारीख से 4 महीने (अर्थात 31-3-73 तक) बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिए प्रकाशित किया जाता है।

अनुसूची

नियोजक/नियोजकों का नाम और पता	स्थापन
मैसर्स टिम्बलो प्रा. लि. मारगांआ, (गोआ)	डिगनेम,कॉडली,पाल, सालीगनीम, वरलेम माइन्स और गुरचोरम आफिस,

[सं बी. ए. 16(50)/72-एल. एस. 1]

रा. जे. टी. डीमैलो, मुख्य श्रम आयुक्त (केन्द्रीय)

ORDER

New Delhi, the 23rd April, 1973

S.O. 1310.—Whereas an application has been made under Section 19(b) of the Payment of Bonus Act, 1965, by Messrs. Timblo Private Ltd., (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31-3-1972.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB.20 (42)/65 dated the 28th August, 1965, passed order on 5-4-1973 extending the period for payment of the said bonus by the said employer by 4 months (i.e up to 31-3-1973) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

SCHEDULE

Name and address of the employer(s)	Establishment(s)
M/s. Timblo Private Ltd., Margao.	Dignam, Codli, Pale, Salginim, Verlam Mines & Gurchorem Office.

[No. BA. 16(50)/72-LS.I]

R. J. T. D'Mello, Chief Labour Commissioner (Central)

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